

SERFF Tracking Number:	AENX-126565491	State:	Arkansas
Filing Company:	Aetna Life Insurance Company	State Tracking Number:	45309
Company Tracking Number:	HO AR0301501F01		
TOI:	H04 Health - Blanket Accident/Sickness	Sub-TOI:	H04.001 Student
Product Name:	2009 Student Health		
Project Name/Number:	2009 Student Health/HO AR0301501F01		

Filing at a Glance

Company: Aetna Life Insurance Company

Product Name: 2009 Student Health

TOI: H04 Health - Blanket Accident/Sickness

Sub-TOI: H04.001 Student

Filing Type: Form

SERFF Tr Num: AENX-126565491 State: Arkansas

SERFF Status: Closed-Approved-Closed
State Tr Num: 45309

Co Tr Num: HO AR0301501F01

State Status: Approved-Closed

Reviewer(s): Rosalind Minor

Author: SPI AetnaSPI

Disposition Date: 04/19/2010

Date Submitted: 03/30/2010

Disposition Status: Approved-Closed

Implementation Date Requested:

Implementation Date:

State Filing Description:

General Information

Project Name: 2009 Student Health

Project Number: HO AR0301501F01

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 04/19/2010

Status of Filing in Domicile:

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Group

Group Market Size: Small and Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 04/19/2010

Created By: SPI AetnaSPI

Corresponding Filing Tracking Number:

Deemer Date:

Submitted By: SPI AetnaSPI

Filing Description:

The enclosed forms include updates to the Blanket Sports Accident Insurance policy GR-96449 1005 ED. 01-10, et al, originally filed with and approved by your Department on XXXXX.

Included among the updates are the following:

- A revised definition of negotiated charge;
- A revised definition of recognized charge;
- Additional variability applied in "General Provisions" for the "Retroactive Adjustments" subsection.

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Project Name/Number:	2009 Student Health/HO AR0301501F01		

Company and Contact

Filing Contact Information

John Ciesielski, Product and Regulatory Approvals Manager	CiesielskiJW@Aetna.com
151 Farmington Avenue	860-279-1282 [Phone]
Mail Stop RW61	860-952-2069 [FAX]
Hartford, CT 06156	

Filing Company Information

Aetna Life Insurance Company	CoCode: 60054	State of Domicile: Connecticut
151 Farmington Avenue	Group Code: 1	Company Type:
Hartford, CT 06156	Group Name: Aetna	State ID Number:
(860) 273-7546 ext. [Phone]	FEIN Number: 06-6033492	

Filing Fees

Fee Required?	No
Retaliatory?	No
Fee Explanation:	
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Aetna Life Insurance Company	\$0.00	03/30/2010	

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	04/19/2010	04/19/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
\$400 additoinal fee	Note To Reviewer	SPI AetnaSPI	04/16/2010	04/16/2010
Filing Fees	Note To Filer	Rosalind Minor	04/02/2010	04/02/2010

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<i>Project Name/Number:</i>	<i>2009 Student Health/HO AR0301501F01</i>		

Disposition

Disposition Date: 04/19/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Cover Letter, Attachment A	Approved-Closed	Yes
Supporting Document	AR - NAIC TRANSMITTAL DOCUMENT, AR - NAIC FORM FILING ATTACHMENT	Approved-Closed	Yes
Supporting Document	Redline GR-96449 1095 ED. 02-10, Redline GR-96449 1115 ED. 02-10, Redline GR-96449 1245 ED. 02-10, Redline GR-96449 1250 ED. 02-10, Redline GR-96449 1265 ED. 02-10, Redline GR-96449 1270 ED. 02-10, Redline GR-96449 1285 ED. 02-10, Redline GR-96449 1, ...	Approved-Closed	Yes
Supporting Document	EOV GR-96449 1115 ED. 02-10	Approved-Closed	Yes
Form	Definitions - Letter "N"	Approved-Closed	Yes
Form	Definitions - Letter "R"	Approved-Closed	Yes
Form	Exclusions	Approved-Closed	Yes
Form	General Provisions	Approved-Closed	Yes
Form	Understanding Precertification	Approved-Closed	Yes
Form	General Provisions - Entire Contract Changes	Approved-Closed	Yes
Form	General Provisions - Records Maintained	Approved-Closed	Yes
Form	Subrogation and Right of Reimbursement	Approved-Closed	Yes

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Note To Reviewer

Created By:

SPI AetnaSPI on 04/16/2010 08:37 AM

Last Edited By:

Rosalind Minor

Submitted On:

04/19/2010 01:52 PM

Subject:

\$400 additoinal fee

Comments:

Please be advised the fee is coming by way of UPS Next Day Air. UPS Tracking No.: 1Z27303W0192881788.

Aetna Inc.
Attn: Accounts Payable, RT32
151 Farmington Avenue
Hartford, CT 06156-9132



04/15/2010

Page 1 of 1

STATE OF ARKANSAS
ARKANSAS INSURANCE DEPARTMENT
COMPLIANCE LIFE & HEALTH
1200 WEST THIRD ST.
LITTLE ROCK, AR 72201-1904
United States

Invoice Date	Invoice Number	Invoice Description	Discount Amount	Invoice Total
04/12/2010	237893	FILING FEE	0.00	400.00

Direct A.P. Questions to:
Connecticut : (860) 273-2271

VENDOR NUMBER: 32364

TOTAL: *****\$400.00

GR-68574 (11-08) DETACH AND RETAIN THIS STUB FOR YOUR RECORDS

CHECK #647532 ATTACHED



Aetna Inc.
Attn: Accounts Payable, RT32
151 Farmington Avenue
Hartford, CT 06156-9132

Issuing Dept.: Accounts Payable
Vendor Number: 32364

No. 647532

62-20/311

04/15/2010

PAY Four hundred and 00/100 Dollars

TO THE
ORDER OF

STATE OF ARKANSAS
ARKANSAS INSURANCE DEPARTMENT
COMPLIANCE LIFE & HEALTH
1200 WEST THIRD ST.
LITTLE ROCK, AR 72201-1904
United States

*****\$400.00

NOT VALID AFTER 1 YEAR

CITIBANK N.A.
ONE PENN'S WAY, NEW CASTLE, DELAWARE 19720

AUTHORIZED SIGNATURE

DO NOT CASH IF EITHER BLUE BACKGROUND OR WATERMARKED PAPER IS MISSING! - HOLD TO LIGHT TO VERIFY WATERMARKED PAPER

0000647532 031100209 38591731

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<i>Project Name/Number:</i>	<i>2009 Student Health/HO AR0301501F01</i>		

Note To Filer

Created By:

Rosalind Minor on 04/02/2010 03:05 PM

Last Edited By:

Rosalind Minor

Submitted On:

04/19/2010 01:52 PM

Subject:

Filing Fees

Comments:

Our filing fees under rule 57 has been updated. Please review the General Instrustions for ArkansasLH.

The fee for this submission should be \$50.00 per form for a total of \$400.00. Please submit the \$400.00 filing fee.

We will begin our review of this submission upon receipt of the fee.

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Form Schedule

Lead Form Number:

Schedule Item	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved- Closed 04/19/2010	GR-96449 1095 ED. 02-10	Certificate	Definitions - Letter	Initial		40.700	GR-96449 1095 ED_ 02- 10.PDF
			t, Insert Page, Endorseme nt or Rider				
Approved- Closed 04/19/2010	GR-96449 1115 ED. 02-10	Certificate	Definitions - Letter	Initial		40.700	GR-96449 1115 ED_ 02- 10.PDF
			t, Insert Page, Endorseme nt or Rider				
Approved- Closed 04/19/2010	GR-96449 1250 ED. 02-10	Certificate	Exclusions	Initial		40.700	GR-96449 1250 ED_ 02- 10.PDF
			t, Insert Page, Endorseme nt or Rider				
Approved- Closed 04/19/2010	GR-96449 1270 ED. 02-10	Certificate	General Provisions	Initial		40.700	GR-96449 1270 ED_ 02- 10.PDF
			t, Insert Page, Endorseme nt or Rider				
Approved- Closed 04/19/2010	GR-96449 1245 ED. 02-10	Certificate	Understanding	Initial		40.700	GR-96449 1245 ED_ 02- 10.PDF
			Amendmen Precertification t, Insert Page, Endorseme nt or Rider				
Approved-	GR-96449	Certificate	General Provisions -	Initial		40.700	GR-96449

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Closed	1265 ED.	Amendmen Entire Contract		1265 ED_ 02-
04/19/2010	02-10	t, Insert Changes		10.PDF
		Page,		
		Endorseme		
		nt or Rider		
Approved-	GR-96449	Certificate General Provisions - Initial	40.700	GR-96449
Closed	1285 ED.	Amendmen Records Maintained		1285 ED_ 02-
04/19/2010	02-10	t, Insert		10.PDF
		Page,		
		Endorseme		
		nt or Rider		
Approved-	GR-96449	Certificate Subrogation and Initial	40.700	GR-96449
Closed	1295 ED.	Amendmen Right of		1295 ED_ 02-
04/19/2010	02-10	t, Insert Reimbursement		10.PDF
		Page,		
		Endorseme		
		nt or Rider		

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 2 - DEFINITIONS]

[Negotiated Charge]

As to health expense coverage, other than Prescription Drug Expense Coverage:

The **negotiated charge** is the maximum charge a **network provider** has agreed to make as to any service or supply for the purpose of the benefits under this plan.]

As to Prescription Drug Expense Coverage:

The **negotiated charge** is the amount **Aetna** has established for each **prescription drug** obtained from a **network pharmacy** under this plan. This **negotiated charge** may reflect amounts **Aetna** has agreed to pay directly to the **network pharmacy** or to a third party vendor for the **prescription drug**, [and may include an additional service or risk charge set by **Aetna**].

The **negotiated charge** does not include or reflect any amount **Aetna**, an affiliate, or a third party vendor, may receive under a rebate arrangement between **Aetna**, an affiliate or a third party vendor and a drug manufacturer for any **prescription drug**, including **prescription drugs** on the [formulary] [preferred drug guide].

[Based on its overall drug purchasing, **Aetna** may receive rebates from the manufacturers of **prescription drugs** and may receive or pay additional amounts from or to third parties under price guarantees. These amounts will not change the **negotiated charge** under this plan.]

[Network Provider]

A health care provider[, a **pharmacy**] [or **dental provider**] who has contracted to furnish services or supplies for a **negotiated charge**; but only if the provider is, with **Aetna**'s consent, [included in the **directory** as] a **network provider** for:

- [The service or supply involved; and
- The class of covered persons to which **you** belong.]]

[Network Service(s) or Supply(ies)]

Health care service or supply that is:

- Furnished by a **network provider**; or
- Furnished or arranged by **your PCP**.]

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 2 - DEFINITIONS]

[Recognized Charge]

The **covered expense** is only the part of a charge which is the **recognized charge**.

As to medical expenses, the **recognized charge** for each service or supply is the lesser of:

- What the provider bills or submits for that service or supply; and
- **1**[for professional services and other services or supplies not mentioned below:
 - [100% - 400% of the Medicare Allowable Rate;]
 - [100% - 400% of the Aetna Out-of-Network Rate (AONR);]
 - [the 50th-100th percentile of the Prevailing Charge Rate;]for the Geographic Area where the service is furnished.]
- **2**[for inpatient charges of **hospitals** and other facilities:
 - [100% - 400% of the Medicare Allowable Rate;]
 - [100% - 400% of the Aetna Out-of-Network Rate (AONR);]
 - [100% - 400% of the Aetna Facility Fee Schedule;]for the Geographic Area where the service is furnished.]
- **3**[for outpatient charges of **hospitals** and other facilities:
 - [100% - 400% of the Medicare Allowable Rate;]
 - [100% - 400% of the Aetna Out-of-Network Rate (AONR);]
 - [100% - 400% of the Aetna Facility Fee Schedule;]for the Geographic Area where the service is furnished.]

4[As to prescription drug expenses, the **recognized charge** for each service or supply is the lesser of:

- What the provider bills or submits for that service or supply; and
- [50% - 200%] of the **Average Wholesale Price (AWP)** or other similar resource. **Average Wholesale Price (AWP)** is the current average wholesale price of a **prescription drug** listed in the [Facts and Comparisons] [Medi-Span] weekly price updates (or any other similar publication chosen by Aetna).]

5[If Aetna has an agreement with a provider (directly or through a third party) which sets the rate that Aetna will pay for a service or supply, then the **recognized charge** is the rate established in such agreement.]

Aetna may also reduce the **recognized charge** by applying Aetna Reimbursement Policies. Aetna Reimbursement Policies address the appropriate billing of services, taking into account factors that are relevant to the cost of the service such as:

- The duration and complexity of a service;
- Whether multiple procedures are billed at the same time, but no additional overhead is required;
- Whether an assistant surgeon is involved and necessary for the service;
- If follow up care is included;
- Whether there are any other characteristics that may modify or make a particular service unique; and
- When a charge includes more than one claim line, whether any services described by a claim line are part of or incidental to the primary service provided.

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 2 - DEFINITIONS]

Aetna Reimbursement Policies are based on Aetna's review of: the policies developed for Medicare; the generally accepted standards of medical and dental practice, which are based on credible scientific evidence published in peer-reviewed literature generally recognized by the relevant medical or dental community or which is otherwise consistent with physician or dental specialty society recommendations; and the views of physicians and dentists practicing in the relevant clinical areas. Aetna uses a commercial software package to administer some of these policies.

As used above, [Geographic Area, Medicare Allowable Rates, Aetna Out-of-Network Rates (AONR), Aetna Facility Fee Schedule, and Prevailing Charge Rates are] defined as follows:

6 [Geographic Area: This means an expense area grouping defined by the first three digits of the U.S. Postal Service zip codes. If the volume of charges in a single three digit zip code is sufficient to produce a statistically valid sample, an expense area is made up of a single three digit zip code. If the volume of charges is not sufficient to produce a statistically valid sample, two or more three digit zip codes are grouped to produce a statistically valid sample. When it is necessary to group three digit zip codes, the grouping never crosses state lines.]

[Aetna Out-of-Network Rates (AONR): Aetna's standard rates used to begin contract negotiations with providers who participate in our network. There are separate AONR standard rates for each Geographic Area. The **recognized charge** is based on the AONR standard rates for the Geographic Area in which **you** receive the service or supply. For Geographic Areas in which Aetna does not maintain these standard rates, AONR shall equal [100%-400%] of the Medicare Allowable Rates.]

[Medicare Allowable Rates: Except as specified below, these are the rates established and periodically updated by The Centers for Medicare and Medicaid Services (CMS) for payment for services and supplies provided to Medicare enrollees. Aetna updates its systems with these revised rates within [90-180 days] of receiving them from CMS. If Medicare does not have a rate for a particular service, the rate will be based on the same method that CMS uses to set Medicare rates.

[Exceptions:

1. For inpatient services, the Medicare Allowable Rate excludes amounts CMS allocates for Operating Indirect Medical Education (IME) and Direct Graduate Medical Education (DGME) or for other payments which CMS may make directly to hospitals.
2. For professional behavioral health services, the allowable rate will be a percentage of the otherwise applicable Medicare Allowable Rate for the following types of providers: physicians – 100%; clinical psychologists – 80%; social workers – 60%.]

[Prevailing Charge Rates: These are rates reported by [Ingenix, a United Health Group subsidiary, in the [Prevailing Health Care Charges System (PHCS) database] [Medical Data Research (MDR) database], which is compiled from information that Aetna and other insurers submit to Ingenix.] [FAIR Health, a nonprofit company, in their database.] [[Ingenix] [FAIR Health] reviews and, if necessary, changes these rates periodically. Aetna updates its systems with these changes within [90-180 days] after receiving them from [Ingenix] [FAIR Health].]

[Aetna Facility Fee Schedule: The schedule of rates developed by Aetna using Aetna data or experience for out-of-network facility services and supplies [provided in the geographic area in which **you** receive the service or supply.

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 2 - DEFINITIONS]

Aetna reviews and, if necessary, adjusts this schedule periodically. This schedule is the same for all facilities within the state. It is based on state-wide data reflecting payments made by Aetna. The schedule is adjusted from time to time in Aetna's discretion.]

7[IMPORTANT NOTE:

Aetna periodically updates its systems with changes made to the [Aetna Out-of-Network Rates (AONR)] [Medicare Allowable Rates] [Prevailing Charge Rates] [and] [Aetna Facility Fee Schedule].

What this means to you is that the **recognized charge** is based on the version of the [schedule rates or table] that is in use by Aetna on the date that the service or supply was provided.]

8[ADDITIONAL INFORMATION:

Aetna's website [www.aetna.com] may contain additional information which may help you determine the cost of a service or supply. Log on to Aetna Navigator to access the "Estimate the Cost of Care" feature. Within this feature, view our "Cost of Care" and "Member Payment Estimator" tools, or contact our Customer Service Department for assistance.]

[R.N.

A registered nurse.]

[Room and Board

Charges made by an institution for **room and board** and other **medically necessary** services and supplies. The charges must be regularly made at a daily or weekly rate.]

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 5 – EXCLUSIONS AND LIMITATIONS]

Exclusions

Not every medical service or supply is covered by the plan, even if prescribed, recommended, or approved by your **physician** or **dentist**. The plan covers only those services and supplies that are **[medically necessary]** [and] included in the *What the Plan Covers* section. Charges made for the following are not covered except to the extent listed under the *What The Plan Covers* section or by amendment attached to this Policy.

IMPORTANT NOTE:

This coverage is only for losses caused by **accidents**. No benefits are payable for **[Sickness, disease or illness]** expenses.

[Acupuncture, acupressure and acupuncture therapy, except as a form of anesthesia in connection with covered **surgery**.]

[Any charges in excess of the benefit, dollar, day, visit or supply limits stated in this Policy.]

[Any non-emergency charges incurred outside of the United States if you traveled to such location to obtain medical services, **prescription drugs**, or supplies, even if otherwise covered in this Policy, or such drugs or supplies are unavailable or illegal in the United States, or the purchase of such **prescription drugs** or supplies outside the United States is considered illegal.]

[Artificial organs: Any device intended to perform the function of a body organ.]

[Behavioral Health Services:

- [Alcoholism or drug abuse Substance Abuse] rehabilitation treatment on an inpatient or outpatient basis].
- [Non-serious; Non biologically based and Serious; Biologically based Mental health services, inpatient and outpatient;]
- Treatment of a covered health care provider who specializes in the mental health care field and who receives treatment as a part of their training in that field.
- Treatment of impulse control disorders such as pathological gambling, kleptomania, pedophilia, caffeine or nicotine use.
- Treatment of antisocial personality disorder.
- [Treatment in wilderness programs or other similar programs.]

[Blood, blood plasma, synthetic blood, blood derivatives or substitutes, including but not limited to, the provision of blood, other than blood derived clotting factors. Any related services including processing, storage or replacement costs, and the services of blood donors, apheresis or plasmapheresis are not covered. For autologous blood donations, only administration and processing costs are covered.]

[Charges submitted for services that are not rendered, or rendered to a person not eligible for coverage under the plan.]

[Charges submitted for services by an unlicensed **hospital, physician** or other provider or not within the scope of the provider's license.]

AETNA LIFE INSURANCE COMPANY
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[SECTION 5 – EXCLUSIONS AND LIMITATIONS]

[Cosmetic services and plastic surgery: any treatment, surgery (cosmetic or plastic), service or supply to alter, improve or enhance the shape or appearance of the body whether or not for psychological or emotional reasons including:

- [Face lifts, body lifts, tummy tucks, liposuctions, removal of excess skin, removal or reduction of non-malignant moles, blemishes, varicose veins, cosmetic eyelid surgery and other surgical procedures;
- Procedures to remove healthy cartilage or bone from the nose (even if the surgery may enhance breathing) or other part of the body;
- Chemical peels, dermabrasion, laser or light treatments, bleaching, creams, ointments or other treatments or supplies to alter the appearance or texture of the skin; and
- Insertion or removal of any implant that alters the appearance of the body (such as breast or chin implants); except removal of an implant will be covered when **medically necessary**
- Removal of tattoos (except for tattoos applied to assist in covered medical treatments, such as markers for radiation therapy);
- Repair of piercings and other voluntary body modifications, including removal of injected or implanted substances or devices;
- Surgery to correct Gynecomastia;
- Breast augmentation;
- Otoplasty.]

1[**Covered expenses** for cheerleading activities which include but are not limited to: camps, clinics, national competitions, conference competitions, and any events not conducted by the member institution. This exclusion does not apply to:

- A **covered activity** that takes place at a team competition, scheduled by the member institution. This includes but is not limited to cheering at a football or basketball game.
- Practice sessions and pep rallies that are authorized, organized, and directly supervised by a safety-certified official coach or advisor of the member institution in preparation for a team competition. [The coach or advisor must have current safety certification by a nationally recognized formal credentialing program for safety certification. The coach or advisor cannot be a full-time undergraduate student, student-coach, or member of the squad.]

[Custodial care. **Custodial care** means services and supplies furnished to a person mainly to help him or her in the activities of daily life. This includes **room and board** and other institutional care. The person does not have to be disabled. Such services and supplies are custodial care without regard to:

- Who prescribed the **custodial care**; or
- Who recommended the **custodial care**; or
- Who performed the **custodial care**.]

[Dental Services: except as specifically described in the *What the Plan Covers* section any treatment, services or supplies related to the care, filling, removal or replacement of teeth and the treatment of **injuries** and diseases of the teeth, gums, and other structures supporting the teeth. This includes but is not limited to:

- Services of **dentists**, oral surgeons, dental hygienists, and orthodontists including apicoectomy (dental root resection), root canal treatment, [soft tissue impactions,] [removal of bony impacted teeth,] treatment of periodontal disease, alveolectomy, augmentation and vestibuloplasty and fluoride and other substances to protect, clean or alter the appearance of teeth;

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[SECTION 5 – EXCLUSIONS AND LIMITATIONS]

- Dental implants, false teeth, prosthetic restoration of dental implants, plates, dentures, braces, mouth guards, and other devices to protect, replace or reposition teeth;
- [Non-surgical and surgical] treatments to alter bite or the alignment or operation of the jaw, including temporomandibular joint disorder (TMJ) treatment, orthognathic surgery, and treatment of malocclusion or devices to alter bite or alignment;

This exclusion does not include removal of bony impacted teeth, bone fractures, removal of tumors and orthodontogenic cysts.]

[Disposable outpatient supplies: Any outpatient disposable supply or device, including sheaths, bags, elastic garments, support hose, bandages, bedpans, syringes, blood or urine testing supplies, and other home test kits; and splints, neck braces, compresses, and other devices not intended for reuse by another patient.]

[Drugs, medications and supplies:

- Over-the-counter drugs, biological or chemical preparations and supplies that may be obtained without a **prescription** including vitamins;
- Any services related to the dispensing, injection or application of a drug;
- Any **prescription drug** purchased illegally outside the United States, even if otherwise covered under this plan within the United States;
- Immunizations related to travel;
- [Needles, syringes and other injectable aids;]
- Drugs related to the treatment of non-covered expenses;
- Performance enhancing steroids;
- [Implantable drugs and associated devices;]
- [Injectable drugs if an alternative oral drug is available;]
- [Outpatient **prescription drugs**;]
- [Self- injectable **prescription drugs** and medications;]
- [Any **prescription drugs**, injectibles, or medications or supplies provided by the policyholder or through a third party vendor contract with the policyholder].
- [Any expenses for **prescription drugs**, and supplies covered under an Aetna Managed Prescription Plan will not be covered under this medical expense plan; **Prescription drug** exclusions that apply to the Aetna Managed Prescription Plan will apply to the medical expense coverage;]
- [Charges for any **prescription drug** for the treatment of erectile dysfunction, impotence, or sexual dysfunction or inadequacy.]

[**Durable medical and surgical equipment** including purchase, rental, replacement or repair, except as specifically provided in the *What the Plan Covers* section.]

[Educational services:

- Any services or supplies related to education, training or retraining services or testing, including: special education, remedial education, job training and job hardening programs;
- Evaluation or treatment of learning disabilities, minimal brain dysfunction, developmental, learning and communication disorders, behavioral disorders, (including pervasive developmental disorders) training or cognitive rehabilitation, regardless of the underlying cause; and
- Services, treatment, and educational testing and training related to behavioral (conduct) problems, learning disabilities and delays in developing skills.]

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[Examinations:

Any health examinations:

- Required by a third party;
- Required by any law of a government, securing insurance or school admissions, or professional or other licenses;
- Required to travel, attend a school, camp, or sporting event or participate in a sport or other recreational activity; and
- Any special medical reports not directly related to treatment except when provided as part of a covered service.
- Routine physical exams, routine eye exams, routine dental exams, routine hearing exams and other preventive services and supplies, except as specifically provided in the *What the Plan Covers* section.]

[Expenses incurred as a result of suicide; attempted suicide or intentionally self inflicted **injury** whether sane or not.]

[Expenses incurred for **injury** resulting from declared or undeclared war or any act thereof. Declared or undeclared war does not include acts of terrorism.]

[Expenses incurred as a result of **injury** due to participation in a riot. "Participation in a riot" means taking part in a riot in any way; including inciting the riot or conspiring to incite it. It does not include actions taken in self-defense; so long as they are not taken against persons who are trying to restore law and order.]

[Expenses incurred as a result of preventive medicines; serums; vaccines or oral contraceptive.]

[Expenses incurred beyond [104] weeks from the date of the **accident**.]

[Expenses for treatment of **injury** to the extent that payment is made; as a judgment or settlement; by any person deemed responsible for the **injury** (or their insurers).]

[Expenses incurred by a covered person who is not a United States citizen, for services performed within the covered person's home country; if the covered person's home country has a socialized medicine program.]

[Expenses incurred for the use of orthotics; unless used exclusively to promote healing.]

[Expenses for charges that are not **recognized charges**; as determined by Aetna; except that this will not apply if the charge for a service; or supply; does not exceed the **recognized charge** for that service or supply; by more than the amount or percentage; specified as the Allowable Variation.]

[Expenses incurred for which no member of **your** immediate family has any legal obligation for payment.]

[Expenses incurred as a result of an **injury** sustained while in the service of the Armed Forces of any country. When you enter the Armed Forces of any country; the unearned pro-rata premium will be refunded to the Policyholder.]

[Expenses incurred for treatment provided in a governmental **hospital** unless there is a legal obligation to pay such charges in the absence of insurance.]

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[Expenses incurred for **elective treatment** or elective **surgery**.]

[Expenses incurred for pregnancy, childbirth or miscarriage.]

[Experimental or investigational drugs, devices, treatments or procedures and expenses for; or in connection with; services or supplies that are; as determined by Aetna; to be experimental or investigational. A drug; a device; a procedure; or treatment; will be determined to be experimental or investigational if:

- There are insufficient outcomes data available from controlled clinical trials published in the peer reviewed literature to substantiate its safety and effectiveness for the **injury** involved; or
- If required by the FDA; approval has not been granted for marketing; or
- A recognized national medical or dental society or regulatory agency has determined; in writing; that it is experimental; investigational; or for research purposes; or
- The written protocol or protocols used by the treating facility or the protocol or protocols of any other facility studying substantially the same drug; device; procedure; or treatment; or the written informed consent used by the treating facility or by another facility studying the same drug; device; procedure; or treatment states that it is experimental; or for research purposes.]

[Facility charges for care, services or supplies provided in:

- [Rest homes;
- Assisted living facilities;
- Similar institutions serving as an individuals primary residence or providing primarily custodial or rest care;
- Health resorts;
- Spas, sanitariums; or
- Infirmaries at schools, colleges, or camps].

[Food and nutritional items: Any food item, nutritional supplements, vitamins, including prescription vitamins, medical foods and other nutritional items, even if it is the sole source of nutrition.]

[Foot care: Except as specifically covered for diabetics, any services, supplies, or devices to improve comfort or appearance of toes, feet or ankles, including:

- treatment of calluses, bunions, toenails, hammer-toes, subluxations, fallen arches, weak feet, chronic foot pain or conditions caused by routine activities such as walking, running, working or wearing shoes; and
- Shoes (including orthopedic shoes), orthotics, arch supports, shoe inserts, ankle braces, guards, protectors, creams, ointments and other equipment, devices and supplies, even if required following a covered treatment of an **illness** or **injury**.]

[Hearing:

- [Any hearing service or supply that does not meet professionally accepted standards;]
- Hearing exams given during a **stay** in a **hospital** or other facility;

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- [Any tests, appliances, and devices for the improvement of hearing, including aids, hearing aids and amplifiers, or to enhance other forms of communication to compensate for hearing loss or devices that simulate speech;]
- [Routine hearing exams].

[Home and mobility: Except as specifically provided in the *What the Plan Covers* section, any addition or alteration to a home, workplace or other environment, or vehicle and any related equipment or device, including:

- Bathroom equipment such as bathtub seats, benches, rails, and lifts;
- Purchase or rental of exercise equipment, air purifiers, central or unit air conditioners, water purifiers, waterbeds and swimming pools;
- Exercise and training devices, whirlpools, portable whirlpool pumps, sauna baths, massage devices or over-bed tables;
- Equipment or supplies to aid sleeping or sitting, including electric beds, water beds, air beds, pillows, sheets, blankets, warming or cooling devices, elevating chairs, bed tables and reclining chairs;
- Equipment installed in your home, workplace or other environment, including stair-glides, elevators, wheelchair ramps, or equipment to alter air quality, humidity or temperature;
- Other additions or alterations to your home, workplace or other environment, including room additions, changes in cabinets, countertops, doorways, lighting, wiring, furniture, communication aids, wireless alert systems, or home monitoring;
- Services and supplies furnished mainly to provide a surrounding free from exposure that can worsen your **injury**;
- Transportation devices, including stair-climbing wheelchairs, personal transporters, bicycles, automobiles, vans or trucks, or alterations to any vehicle or transportation device.]

[Maintenance care: This is care made up of services and supplies that:

- Are furnished mainly to maintain, rather than to improve, a level of physical, or mental function; and
- Provide a surrounding free from exposures that can worsen the person's physical or mental condition.]

[Medicare: Payment for that portion of the charge for which Medicare or another party is the primary payer.]

[Miscellaneous charges for services or supplies including:

- Annual or other charges to be in a **physician's** practice;
- Charges to have preferred access to a **physician's** services such as boutique or concierge **physician** practices;
- Cancelled or missed appointment charges or charges to complete claim forms;
- Charges the recipient has no legal obligation to pay; or the charges would not be made if the recipient did not have coverage (to the extent exclusion is permitted by law) including:
 - Care in charitable institutions;
 - Care for conditions related to current or previous military service;
 - Care while in the custody of a governmental authority;
 - Any care a public **hospital** or other facility is required to provide; or
 - Any care in a **hospital** or other facility owned or operated by any federal, state or other governmental entity, except to the extent coverage is required by applicable laws.]

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[Nursing and home health aide services provided outside of the home (such as in conjunction with school, vacation, work or recreational activities).

[Non-**medically necessary**] services, including but not limited to, those treatments, services, **prescription drugs** and supplies which are not **medically necessary**, as determined by Aetna, for the diagnosis and treatment of **illness, injury**, restoration of physiological functions, or covered preventive services. This applies even if they are prescribed, recommended or approved by your **physician** or **dentist**.

[Personal comfort and convenience items: Any service or supply primarily for your convenience and personal comfort or that of a third party, including: Telephone, television, internet, barber or beauty service or other guest services; housekeeping, cooking, cleaning, shopping, monitoring, security or other home services; and travel, transportation, or living expenses, rest cures, recreational or diversional therapy. Also excluded are items; such as air conditioners; humidifiers; hot tubs; whirlpools; or physical exercise equipment; even if such items are prescribed by a **physician**]

[Private duty nursing during your **stay** in a **hospital**, and outpatient private duty nursing services. Skilled nursing care is covered as specifically described in the *What the Plan Covers* section in accordance with a home health treatment plan approved by Aetna.]

[Prosthetics or prosthetic devices unless specifically covered under *What the Plan Covers* section.]

[Repair or replacement of existing artificial limbs; prosthetic appliances, rental of existing **Durable Medical Surgical Equipment**, orthopedic braces; or orthotic devices, unless the purpose of modifying the item is due to **injury** while participating in a **covered activity** that has caused further impairment in the underlying bodily condition.]

[Routine physical exam expenses; including expenses in connection with well newborn care; routine vision exams; routine dental exams; routine hearing exams; immunizations; or other preventive services and supplies; except to the extent coverage of such exams; immunizations; services; or supplies is specifically provided in the Policy.]

[Services provided by a spouse, domestic partner, parent, child, step-child, brother, sister, in-law or any household member.]

[Services of a resident **physician** or intern rendered in that capacity.]

[Services provided where there is no evidence of pathology or dysfunction.]

[Sexual dysfunction/enhancement: Any treatment, drug, service or supply to treat sexual dysfunction, enhance sexual performance or increase sexual desire, including:

- Surgery, drugs, implants, devices or preparations to correct or enhance erectile function, enhance sensitivity, or alter the shape or appearance of a sex organ; and
- Sex therapy, sex counseling, marriage counseling or other counseling or advisory services.]

[Services rendered before the effective date or after the termination of coverage.]

[Services that are not covered under this Policy[, even when a prior referral has been issued by a **PCP**].

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[Services and supplies provided in connection with treatment or care that is not covered under the plan.]

[Spinal disorder, including care in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion or dislocation in the human body or other physical treatment of any condition caused by or related to biomechanical or nerve conduction disorders of the spine including manipulation of the spine treatment, except as specifically provided in the *What the Plan Covers* section.]

[Strength and performance: Services, devices and supplies to enhance strength, physical condition, endurance or physical performance including:

- Exercise equipment, memberships in health or fitness clubs, training, advice, or coaching;
- Drugs or preparations to enhance strength, performance, or endurance; and
- Treatments, services and supplies to treat **injuries** or disabilities related to the use of performance-enhancing drugs or preparations.]

[Therapies and tests: Any of the following treatments or procedures:

- [Aromatherapy;
- Bio-feedback and bioenergetic therapy;
- Carbon dioxide therapy;
- Chelation therapy (except for heavy metal poisoning);
- Chiropractic Care.
- Computer-aided tomography (CAT) scanning of the entire body;
- Cost of supplies used in the performance of any occupational therapy.
- Educational therapy;
- Full body CT scans;
- Gastric irrigation;
- Hair analysis;
- Holistic medicine and/or therapy; including but not limited to yoga and hypnotherapy
- Hyperbaric therapy, except for the treatment of decompression or to promote healing of wounds;
- Hypnosis, and hypnotherapy, except when performed by a **physician** as a form of anesthesia in connection with covered surgery;
- Lovaas therapy;
- Massage therapy;
- Megavitamin therapy;
- Primal therapy;
- Psychodrama;
- Purging;
- Recreational therapy;
- Rolfing;
- Sensory or auditory integration therapy;
- Sleep therapy;
- Thermograms and thermography.]

Transportation costs, including **ambulance** services for routine transportation to receive outpatient or inpatient services except as described in the [*What the Plan Covers*] section.

[Treatment of conditions not related to an **accident**.]

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Treatment required for condition caused by repetitive motion **injuries** and not a result of a **covered activity** including, but not limited to: stress fracture, strain, shin splint, Osgood-Schlatter Disease, Chondromalacia, tendonitis, bursitis or heat stroke.]

[Treatment for **injury** to the extent benefits are payable under any state no-fault automobile coverage; first party medical benefits payable under any other mandatory No-fault law.]

[Unauthorized services, including any service obtained by or on behalf of you without a **Referral** issued by the **PCP** when required or **Precertification** by Aetna when required. This exclusion does not apply in a Medical Emergency or in an Urgent Care situation.]

[Vision-related services and supplies. The plan does not cover:

- Anti-reflective coatings;
- Special supplies such as non-**prescription** sunglasses and subnormal vision aids;
- Vision services or supplies which do not meet professionally accepted standards;
- Tinting of eyeglass lenses;
- Special vision procedures, such as orthoptics, vision therapy or vision training;
- Eye exams during your **stay** in a **hospital** or other facility for health care;
- Eye exams to diagnose or treat an **illness** or **injury**;
- Eye exams for contact lenses or their fitting;
- Eyeglasses or duplicate or spare eyeglasses or lenses or frames;
- Replacement of lenses or frames that are lost or stolen or broken;
- Acuity tests;
- Eye surgery for the correction of vision, including radial keratotomy, LASIK and similar procedures;
- Services to treat errors of refraction.]

[Work related: Any **injury** related to employment or self-employment including any **injuries** that arise out of (or in the course of) any work for pay or profit unless no other source of coverage or reimbursement is available to you for the services or supplies. Sources of coverage or reimbursement may include your workers' compensation, or an occupational illness or similar program under local, state or federal law. A source of coverage or reimbursement will be considered available to you even if you waived your right to payment from that source. If you are also covered under a workers' compensation law or similar law, and submit proof that you are not covered for a particular **injury** under such law, that **injury** will be considered "non-occupational" regardless of cause.]

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PREMIUMS

Aetna sets the premiums that apply to the coverage provided under this Policy. Those premiums are shown in a notice given to the Policyholder with or prior to delivery of this Policy. Aetna has the right to adjust the premium rate on each anniversary date of this Policy; or when the terms of this Policy are changed. The Policyholder will be given notice of such premium adjustment at least 60 days before the date it is to take effect; unless the change in Policy terms is to take effect before the 60 days.]

[PREMIUMS DUE - EXPERIENCE RATING]

The Premium due under this policy on any Premium Due Date will be the sum of the premium charges for the coverages provided under this Policy. Who is insured as of each Premium Due Date will be determined by Aetna in accordance with our records. A check does not constitute payment until it is honored by a bank. Aetna may return a check issued against insufficient funds without making a second deposit attempt. Aetna may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable monthly any insurance becoming effective will be charged for from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

Aetna may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the Policyholder by Aetna pursuant to *Changes in Premium* section.

Except as otherwise provided in the *Changes in Premium* provision, no experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

At the end of a policy year, Aetna may declare an experience credit. The amount of each credit we declare will be returned to the Policyholder. Upon request by the Policyholder, part or all of it will be applied against payment of premiums or in any other manner as agreed to by the Policyholder and Aetna.

If the sum of contributions which have been made for **your** insurance plan exceeds the sum of premiums which have been paid for **your** insurance plan, (after giving effect to any experience credits), the excess will be applied by the Policyholder for the sole benefit of the insureds. Aetna will not have to see to the use of such excess.

Instead of figuring premiums as described above; premiums may be figured in any way approved by Aetna that comes up with about the same amount of premiums.

Aetna will not have to refund any premium for a period prior to:

- The first day of the Policy Year in which Aetna receives proof that the refund should be made; or
- The date 3 months before Aetna receives proof, if this produces a larger refund.

This applies even if the premium was paid in error.]

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Grace Period. The Grace Period is the [30] consecutive day period immediately following the Premium Due Date granted for the payment of Premium [and applicable fees], during which time the Policy will remain in force. If all Premiums [and fees] are not received before the end of the Grace Period, this Policy will be [automatically terminated on the date the Grace Period expires][terminated by Aetna pursuant to the section on *Termination*].

[We will mail a written notice to the Policyholder at least [10] days prior to the end of the grace period informing the Policyholder that the premium was not received and that the policy will be terminated [as of the premium due date] if the premium is not received by the end of the [30] day grace period.]

[PAYMENT OF PREMIUMS]

The Policyholder will pay premiums in advance. They may be paid at Aetna's Home Office, or to its authorized agent. The entire premium is due to be paid on the first day of the Policy month.

If the premiums and any fees are not paid by the Premium Due Date and before the end of the Grace Period, this policy [will automatically terminate when the Grace Period ends][may be terminated by Aetna in accordance with the *Termination* provision.] Aetna will require the Policyholder to pay interest on the total premium amount and any fees overdue after the Premium Due Date including the premiums due for the Grace Period. The interest rate will be [up to 1 1/2%] per month for each month; or partial month; the balance remains unpaid. Aetna may recover from the Policyholder: costs of collecting any unpaid premiums or fees, including reasonable attorney's fees; and costs of suit.]

Changes in Premium

Aetna may also change the Premium rates effective as of any Premium Due Date upon [30] days prior written notice to the Policyholder.

[Retroactive Adjustments]

Aetna may, at our discretion, make retroactive adjustments to the Policyholder's billings for the termination of insureds not posted to previous billings. However, the Policyholder may only receive a maximum of [1] month's credit for insureds terminations that occurred more than [30] days before the date the Policyholder notified Aetna of the termination. We may reduce any such credits by the amount of any payments Aetna may have made on behalf of such insured before Aetna was informed their coverage had been terminated. Retroactive additions will be made at Aetna's discretion based upon eligibility guidelines stated in the Policy, and are subject to the payment of all applicable premiums.]

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[[INDEPENDENT CONTRACTOR RELATIONSHIPS]]; INDEMNIFICATION]

Relationship between Aetna and Network Providers

The relationship between Aetna and **Network Providers** is a contractual relationship among independent contractors. **Network Providers** are not agents or [employees] of Aetna nor is Aetna an agent or [employee] of any **Network Providers**.

Network Providers are solely responsible for any health services rendered to their patients. Aetna makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any **Physician, Dentist, Hospital** or other **Network Providers**. Providers provide health care diagnosis, treatment and services to **you** while you are covered under this Policy. Aetna administers and determines plan benefits.

Relationship between the Parties

The relationship between the Parties is a contractual relationship between in[dependent] contractors. Neither Party is an agent or [employee] of the other in performing its obligations pursuant to this Policy.

[Indemnification]

Aetna agrees to indemnify and hold the Policyholder harmless against that portion of its liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by Aetna's willful misconduct, criminal conduct or material breach of this Policy.

The Policyholder agrees to indemnify and hold Aetna harmless against that portion of our liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by the Policyholder's negligence, breach of this Policy, breach of applicable state and federal laws, willful misconduct, criminal conduct, fraud, or its breach of a fiduciary responsibility in the case of an action under ERISA, related to or arising out of this Policy or the Policyholder's role as Plan Sponsor, as defined by ERISA.

[The Policyholder agrees that Aetna is not responsible for patient care and related treatment decisions which are the sole responsibility of health care Providers, that health care Providers are not the agents of either, and that in no event shall the indemnity obligations described above apply to that portion of any liability, settlement and related expense caused by the acts or omissions of health care Providers with respect to the insureds covered under this Policy.]

The indemnification obligations described above shall terminate upon the termination of the Policy except as to any matter concerning a claim that has been made in writing before termination or within 365 days after termination.]

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[UNDERSTANDING [PRECERTIFICATION]

Precertification or Precertified

Certain services, such as [inpatient **stays**] require **precertification** by Aetna. **Precertification** is a process that helps **you** and **your physician** determine whether the services being recommended are **covered expenses** under the plan. It also allows Aetna to help **your** provider coordinate **your** transition from an inpatient setting to an outpatient setting (called discharge planning), and to register **you** for specialized programs or case management when appropriate.

[**You** do not need to **precertify** services provided by a **network provider**. **Network providers** will be responsible for obtaining necessary **precertification** for **you**. Since **precertification** is the provider's responsibility, there is no additional out-of-pocket cost to **you** as a result of a **network provider's** failure to **precertify** services.]

[[When **you** go to an **out-of-network provider**,] it is **your** responsibility to obtain **precertification** from Aetna for any services or supplies on the **precertification** list below. If **you** do not **precertify**, **your** benefits may be reduced, or the plan may not pay any benefits].

[As part of **precertification**, **you** may be required to get a second or third opinion through an independent medical exam. If the plan requires **you** to obtain a second or third opinion, the plan will fully cover the second or third opinion with no deductible.]

[IMPORTANT NOTE:

Please read the following sections in their entirety for important information on the **precertification** process, and any impact it may have on **your** coverage.]

The Precertification Process

Prior to being **hospitalized** or receiving certain other medical services or supplies there are certain **precertification** procedures that must be followed.

You are responsible for obtaining **precertification**. **You** or a member of **your** family, a **hospital** staff member, or the attending **physician**, must notify Aetna to **precertify** the admission or medical services and expenses prior to receiving any of the services or supplies that require **precertification** pursuant to this Policy in accordance with the following timelines:

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Precertification should be secured within the timeframes specified below. To obtain **precertification**, call Aetna at the telephone number listed on **your** ID card. This call must be made:

For non-emergency admissions:	It is your responsibility to call and request precertification [at least 14 days] before the date you are scheduled to be admitted.
For an emergency outpatient medical condition:	You or your physician should call prior to the outpatient care, treatment or procedure if possible; or as soon as reasonably possible.
For an emergency admission :	You, your physician or the facility must call within [24-96] hours or as soon as reasonably possible after you have been admitted.
For an urgent admission :	You, your physician or the facility will need to call before you are scheduled to be admitted. An urgent admission is a hospital admission by a physician due to the onset of or change in an illness ; the diagnosis of an illness ; or an injury .
For outpatient non-emergency medical services requiring [precertification],	You or your physician must call [at least 14 days] before the outpatient care is provided, or the treatment or procedure is scheduled.

Aetna will provide a written notification to **you** and **your physician** of the **precertification** decision. If **your precertified** expenses are approved the approval is good for [30-90] days as long as **you** remain enrolled in the plan.

When **you** have an inpatient admission to a facility, Aetna will notify **you, your physician** and the facility about **your precertified** length of **stay**. If **your physician** recommends that **your** stay be extended, additional days will need to be certified. **You, your physician**, or the facility will need to call Aetna at the number on **your** ID card as soon as reasonably possible, but no later than the final authorized day. Aetna will review and process the request for an extended **stay**. **You** and **your physician** will receive a notification of an approval or denial.

If **precertification** determines that the **stay** or services and supplies are not **covered expenses**, the notification will explain why and how Aetna's decision can be appealed.]

[Services and Supplies Which Require [Precertification]:

[Precertification] is required for the following types of medical expenses:

Inpatient and Outpatient Care

- **[Stays in a hospital**
- **Stays in a skilled nursing facility**
- **Stays in a hospice facility**
- **Outpatient hospice care**
- **Home health care**

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How Failure to Precertify Affects Your Benefits

A **precertification** penalty will be applied to the benefits paid if **you** fail to obtain a required **precertification** prior to incurring medical expenses. This means Aetna will reduce the amount paid towards **your** coverage, or **your** expenses may not be covered. **You** will be responsible for the unpaid balance of the bills.

You are responsible for obtaining the necessary **precertification** from Aetna prior to receiving services from an **out-of-network provider**. **Your** provider may **precertify your** treatment for **you**; however **you** should verify with Aetna, prior to the procedure, that the provider has obtained [**precertification**] from Aetna. If your treatment is not **precertified** by **you** or **your** provider, the benefit payable may be significantly reduced [, or **your** expenses may not be covered].]

[How Your Hospital Inpatient Benefits Are Affected]

If your **stay** has not been recommended by your [**PCP** or another **network provider**][treating **physician**], your benefits may be reduced if the necessary **precertification** is not obtained, as illustrated in the chart below.

[If precertification is:	and Aetna determines that the stay , or any day of the stay is:	then room and board expenses are:	and all other inpatient facility expenses are:
requested and approved	approved,	covered;	covered.
requested and denied	denied	not covered; may be appealed	covered.
not requested	would have been approved if requested,	covered after a benefit reduction is applied*;	covered.
not requested	would have been denied if requested,	not covered; may be appealed	covered after a benefit reduction is applied*.]

[*Refer to the *Summary of Benefits* section for the amount of **precertification** benefit reduction that applies to your plan.]

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How Your Benefits for Inpatient and Outpatient Care are Affected

The chart below illustrates the effect on your benefits if necessary **precertification** for outpatient or inpatient services is not obtained.

If precertification is:	then the expenses are:
<ul style="list-style-type: none">• requested and approved by Aetna	<ul style="list-style-type: none">• covered.
<ul style="list-style-type: none">• requested and denied	<ul style="list-style-type: none">• not covered, may be appealed.
<ul style="list-style-type: none">• not requested, but would have been covered if requested	<ul style="list-style-type: none">• covered after a precertification benefit reduction is applied.*
<ul style="list-style-type: none">• not requested, would not have been covered if requested.	<ul style="list-style-type: none">• not covered, may be appealed.

*Refer to the *Summary of Benefits* section for the amount of **precertification** benefit reduction that applies to your plan.

It is important to remember that any additional out-of-pocket expenses incurred because your **precertification** requirement was not met will not count toward your **deductible** or **coinsurance** or **[coinsurance limit].**

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 6 – GENERAL PROVISIONS]

[ENTIRE CONTRACT CHANGES]

Policy

The Entire Policy consists of:

- This Policy;
- The application, copy attached;
- The current rates on file with the Policyholder;
- Any riders, endorsements, inserts, attachments or amendments to this Policy.

Policy Changes

This policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. This policy may also be amended by Aetna:

- Within [30] days written notice to the Policyholder; or
- By written agreement between Aetna and the Policyholder.

The consent of any other person is not needed. All agreements made by Aetna are signed by an authorized executive officer of Aetna. No one other than an authorized officer of Aetna may change or waive any of the policy terms or make any agreement binding Aetna.

The Policyholder will not have to give written agreement of a change in the policy if:

- The Policyholder has asked for the change and Aetna has agreed to it.
- The change is needed to correct an error in the Policy, including any Policy issued to anyone.
- The change is needed so that the Policy will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this Policy; or the federal government.
- The change has been initiated by Aetna and is not resulting in either: a reduction or elimination in benefits or coverage; or an increase in premium

The Policyholder will have to give written agreement of a change in the Policy:

- That reduces or eliminates benefits or coverage; or
- That increases benefits or coverage with a concurrent increase in premium during the Policy term, except if the increased benefits or coverage is required by law.

[Payment of the applicable premium after notice of the proposed changes will be deemed to constitute the Policyholder's written agreement of those changes on behalf of all persons covered under this Policy.]

[Misstatements]

If any fact as to the Policyholder or **you** is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder and **you** shall be deemed representations and not warranties. No written statement made by **you** shall be used by Aetna in a contest unless a copy of the statement is or has been furnished to **you** or **your** beneficiary, or the person making the claim.

Aetna's failure to implement or insist upon compliance with any provision of this Policy at any given time or times, shall not constitute a waiver of Aetna's right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.]

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 6 – GENERAL PROVISIONS]

Incontestability

Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Policyholder or **you** shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by **you** shall be used in defense of a claim for loss incurred or starting after coverage as to which claim is made has been in effect for 2 years.]

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 6 – GENERAL PROVISIONS]

RECORDS MAINTAINED

The Policyholder will furnish to Aetna, on a monthly basis (or as otherwise required), such information as Aetna may reasonably require to administer this Policy. This information may be on our form (or such other form as Aetna may reasonably approve) by facsimile (or such other means as Aetna may reasonably approve). This includes, but is not limited to, information needed to enroll **you**, process terminations, and effect changes in family status.

The Policyholder represents that all enrollment and eligibility information that has been or will be supplied to Aetna is accurate. The Policyholder acknowledges that Aetna can and will rely on such enrollment and eligibility information in determining whether a person is eligible for coverage under this Policy. To the extent such information is supplied to Aetna by the Policyholder (in electronic or hard copy format), the Policyholder agrees to:

- Maintain a reasonably complete record of such information (in electronic or hard copy format, including evidence of coverage elections, evidence of eligibility, changes to such elections and terminations) for at least 7 years or until the final rights and duties under this Policy have been resolved, and to make such information available to Aetna upon request.
- If applicable, obtain from **you** [a “Disclosure of Healthcare Information”] authorization in the form currently being used by Aetna in the enrollment process (or such other form as Aetna may reasonably approve).

The Policyholder must notify **you** of the termination of the Policy in compliance with all applicable laws. However, Aetna reserves the right to notify **you** of termination of the Policy for any reason, including non-payment of premium. The Policyholder shall provide written notice to **you** of **your** rights upon termination of coverage.

[EXAMINATION AND AUDIT]

Aetna has the right to inspect all of the Policyholder’s records on this Policy at any reasonable time. This right will extend until the latest of:

- [2-5] years after the termination date of the Policy; or
- The date all claims under the Policy have been settled.
- The date the Policy is in the Policyholder’s possession and may be inspected by **you** at any time during normal business hours at the Policyholder’s office.]

Aetna will have the right and opportunity, at its own expense to have your financial records audited as often as Aetna may reasonably require at all reasonable times while a claim is pending or payable and for any ongoing recertification.]

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 6 – GENERAL PROVISIONS]

RESPONSIBILITIES OF THE POLICYHOLDER

Aetna will not be liable to **you** for the fulfillment of any obligation prior to information being received in a form satisfactory to Aetna. The Policyholder must notify Aetna of the date in which **your** eligibility ceases for the purpose of termination of coverage under this Policy. Subject to applicable law, unless otherwise provided in the Policy, Aetna will consider **your** eligibility to continue until stopped by the Policyholder.

Access

Make records directly related to **your** coverage under this Policy available to Aetna for inspection, at our expense, at the Policyholder's office, during regular business hours, upon reasonable advance request. This provision shall survive termination of this Policy.

Forms

Distribute materials to **you** regarding enrollment and coverage features.

Policies and Procedures; Compliance Verification

Comply with all policies and procedures established by Aetna in administering and interpreting this Policy. The Policyholder shall, upon request, provide a certification of its compliance with Aetna's participation and contribution requirements. [The Policyholder shall, upon request, submit proof that it continues to meet the definition of an eligible group as provided under applicable law or regulation.]

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 6 – GENERAL PROVISIONS]

[SUBROGATION AND RIGHT OF REIMBURSEMENT]

As used herein, the term “**Third Party**”, means any party that is, or may be, or is claimed to be responsible for **injuries to you**. Such **injuries** are referred to as “**Third Party Injuries**”. “**Third Party**” includes any party responsible for payment of expenses associated with the care of treatment of **Third Party Injuries**.

If this plan pays benefits under this Policy to **you** for expenses incurred due to **Third Party Injuries**, then Aetna retains the right to repayment of the full cost of all benefits provided by this plan on your behalf that are associated with the **Third Party Injuries**. Aetna’s rights of recovery apply to any recoveries made by **you** or on **your** behalf from the following sources, including but not limited to:

- Payments made by a **Third Party** or any insurance company on behalf of the **Third Party**;
- Any payments or awards under an uninsured or underinsured motorist coverage policy;
- Any Workers’ Compensation or disability award or settlement;
- Medical payments coverage under any automobile policy, premises or homeowners’ medical payments coverage or premises or homeowners’ insurance coverage; and
- Any other payments from a source intended to compensate **you** for **injuries** resulting from an **accident** or alleged negligence.

By accepting benefits under this plan, **you** specifically acknowledge Aetna’s right of subrogation. When this plan pays health care benefits for expenses incurred due to **Third Party Injuries**, Aetna shall be subrogated to **your** right of recovery against any party to the extent of the full cost of all benefits provided by this plan. Aetna may proceed against any party with or without **your** consent.

By accepting benefits under this plan, you also specifically acknowledge Aetna’s right of reimbursement. This right of reimbursement attaches when this plan has paid health care benefits for expenses incurred due to **Third Party Injuries** and **you** or **your** representative has recovered any amounts from a **Third Party**. By providing any benefit under this Policy, Aetna is granted an assignment of the proceeds of any settlement, judgment or other payment received by **you** to the extent of the full cost of all benefits provided by this plan. Aetna’s right of reimbursement is cumulative with and not exclusive of Aetna’s subrogation right and Aetna may choose to exercise either or both rights of recovery.

By accepting benefits under this plan, **you** or **your** representatives further agree to:

- Notify Aetna promptly and in writing when notice is given to any party of the intention to investigate or pursue a claim to recover damages or obtain compensation due to **Third Party Injuries** sustained by **you**;
- Cooperate with Aetna and do whatever is necessary to secure Aetna’s rights of subrogation and reimbursement under this Policy;
- Give Aetna a first-priority lien on any recovery, settlement, or judgment or other source of compensation which may be had from any party to the extent of the full cost of all benefits associated with **Third Party Injuries** provided by this plan (regardless of whether specifically set forth in the recovery, settlement, judgment or compensation agreement);

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 6 – GENERAL PROVISIONS]

- Pay, as the first priority, from any recovery, settlement judgment, or other source of compensation, any and all amounts due Aetna as reimbursement for the full cost of all benefits associated with **Third Party Injuries** paid by this plan (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement), unless otherwise agreed to by Aetna in writing; and
- Do nothing to prejudice Aetna's rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits paid by this plan.
- Serve as a constructive trustee for the benefits of this plan over any settlement or recovery funds received as a result of **Third Party Injuries**.

Aetna may recover full cost of all benefits paid by this plan under this Policy without regard to any claim of fault on **your** part, whether by comparative negligence or otherwise. No court costs or attorney fees may be deducted from Aetna's recovery, and Aetna is not required to pay or contribute to paying court costs or attorney's fees for the attorney hired by **you** to pursue **your** claim or lawsuit against any **Third Party** without the prior express written consent of Aetna. In the event **you** or **your** representative fail to cooperate with Aetna, **you** shall be responsible for all benefits paid by this plan in addition to costs and attorney's fees incurred by Aetna in obtaining repayment.]

SERFF Tracking Number:	AENX-126565491	State:	Arkansas
Filing Company:	Aetna Life Insurance Company	State Tracking Number:	45309
Company Tracking Number:	HO AR0301501F01		
TOI:	H04 Health - Blanket Accident/Sickness	Sub-TOI:	H04.001 Student
Product Name:	2009 Student Health		
Project Name/Number:	2009 Student Health/HO AR0301501F01		

Supporting Document Schedules

	Item Status:	Status
		Date:
Satisfied - Item: Flesch Certification	Approved-Closed	04/19/2010
Comments:		
Attachment:		
AR - READABILITY CERTIFICATION.PDF		

	Item Status:	Status
		Date:
Bypassed - Item: Application	Approved-Closed	04/19/2010
Bypass Reason: not applicable		
Comments:		

	Item Status:	Status
		Date:
Satisfied - Item: Cover Letter, Attachment A	Approved-Closed	04/19/2010
Comments:		
Attachments:		
Cover Letter.PDF		
Attachment A.PDF		

	Item Status:	Status
		Date:
Satisfied - Item: AR - NAIC TRANSMITTAL DOCUMENT, AR - NAIC FORM FILING ATTACHMENT	Approved-Closed	04/19/2010
Comments:		
Attachments:		
AR - NAIC TRANSMITTAL DOCUMENT.PDF		
AR - NAIC FORM FILING ATTACHMENT.PDF		

Item Status:	Status
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SERFF Tracking Number: AENX-126565491 State: Arkansas
Filing Company: Aetna Life Insurance Company State Tracking Number: 45309
Company Tracking Number: HO AR0301501F01
TOI: H04 Health - Blanket Accident/Sickness Sub-TOI: H04.001 Student
Product Name: 2009 Student Health
Project Name/Number: 2009 Student Health/HO AR0301501F01

Satisfied - Item: Redline GR-96449 1095 ED. 02-10, Approved-Closed **Date:** 04/19/2010
Redline GR-96449 1115 ED. 02-10,
Redline GR-96449 1245 ED. 02-10,
Redline GR-96449 1250 ED. 02-10,
Redline GR-96449 1265 ED. 02-10,
Redline GR-96449 1270 ED. 02-10,
Redline GR-96449 1285 ED. 02-10,
Redline GR-96449 1, ...

Comments:

Attachments:

Redline GR-96449 1095 ED_ 02-10.PDF
Redline GR-96449 1115 ED_ 02-10.PDF
Redline GR-96449 1245 ED_ 02-10.PDF
Redline GR-96449 1250 ED_ 02-10.PDF
Redline GR-96449 1265 ED_ 02-10.PDF
Redline GR-96449 1270 ED_ 02-10.PDF
Redline GR-96449 1285 ED_ 02-10.PDF
Redline GR-96449 1295 ED_ 02-10.PDF
Redline EOVS GR-96449 1115 ED_ 02-10.PDF

Item Status: **Status**
Date:
Satisfied - Item: EOVS GR-96449 1115 ED. 02-10 Approved-Closed 04/19/2010
Comments:
Attachment:
EOVS GR-96449 1115 ED_ 02-10.PDF

STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Aetna Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
GR-96449 1095 ED. 02-10	40.7
GR-96449 1115 ED. 02-10	40.7
GR-96449 1250 ED. 02-10	40.7
GR-96449 1270 ED. 02-10	40.7
GR-96449 1245 ED. 02-10	40.7
GR-96449 1265 ED. 02-10	40.7
GR-96449 1285 ED. 02-10	40.7
GR-96449 1295 ED. 02-10	40.7

Signed: John W Ciesielski

Name: John Ciesielski

Title: Manager Product and Regulatory Approvals

Date: March 30, 2010



John W. Ciesielski
Product & Regulatory Approvals
Law and Regulatory Affairs
151 Farmington Ave, RW61
Hartford, CT 06156
(845) 279-1282
Fax: (860) 952-2065
Email: Ciesielskijw@aetna.com

March 30, 2010

Insurance Commissioner Julie Benafield Bowman
Compliance - Life and Health
Arkansas Department of Insurance
1200 West Third Street
Little Rock, AR 72201-1904

Re: Aetna Life Insurance Company
NAIC No. 001-60054

Blanket Accident Insurance

Policy Forms GR-96449 1095 ED. 02-10, GR-96449 1115 ED. 02-10, GR-96449 1245 ED. 02-10, GR-96449 1250 ED. 02-10, GR-96449 1265 ED. 02-10, GR-96449 1270 ED. 02-10, GR-96449 1285 ED. 02-10, GR-96449 1295 ED. 02-10

Dear Commissioner Benafield:

The policy forms listed above are being submitted for your Department's approval on a general use basis. They are in final form rather than being a draft or proof.

The enclosed forms include updates to the Blanket Sports Accident Insurance policy GR-96449 1005 ED. 01-10, et al, originally filed with and approved by your Department on February 8, 2010 (SERFF Tracking number AENX 126483470).

Included among the updates are the following:

- A revised definition of **negotiated charge**;
- A revised definition of **recognized charge**;
- Additional variability applied in "General Provisions" for the "Retroactive Adjustments" subsection.

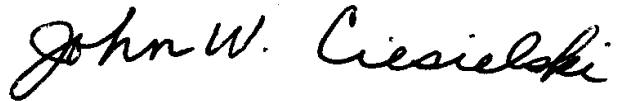
Variability, as indicated by bracketed material on the forms, is required so that only the appropriate language may be reflected on the forms. Upon issuance of these documents, the placement of textual material may vary to avoid gaps that would otherwise be created by the deletion of bracketed material. Provisions may appear in sequence other than that shown. Connective words and phrases, which serve the grammatical purpose of meaningful continuity and do not affect the description of the payment of benefits or other terms or conditions of the group policy, may vary as the sense demands. Detailed Explanations of Variability for the forms have been included.

We certify that these forms will equal or exceed the minimum reading ease score on the Flesch Test when delivered or issued for delivery in your jurisdiction in accordance with any applicable law or regulation.

We request approval of this letter, the enclosed forms and any attachments.

If you have any questions, please feel free to contact me at the phone number, fax number or e-mail address shown above.

Sincerely,

A handwritten signature in black ink that reads "John W. Ciesielski". The signature is written in a cursive style with a large, stylized 'J' and 'C'.

John W. Ciesielski, Manager
Product & Regulatory Affairs

Enclosures

***2009 Student Sports Expansion Update
Attachment A***

Section 2 – Definitions:

GR-96449 1095 ED. 02-10	GR-96449 1115 ED. 02-10
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Section 4 – Coverage:

GR-96449 1245 ED. 02-10

Section 5 – Exclusion and Limitations:

GR-96449 1250 ED. 02-10

Section 6 – General Provisions:

GR-96449 1265 ED. 02-10	GR-96449 1270 ED. 02-10	GR-96449 1285 ED. 02-10
GR-96449 1295 ED. 02-10		

Life, Accident & Health, Annuity, Credit Transmittal Document

1. Prepared for the State of	Arkansas
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2.	Department Use Only
	State Tracking ID

3. Insurer Name & Address	Domicile	Insurer License Type	NAIC Group #	NAIC #	FEIN #	State #
Aetna Life Insurance Company 151 Farmington Avenue Hartford CT 06156	CT		001	60054	06-6033492	

4. Contact Name & Address	Telephone #	Fax #	E-mail Address
John Ciesielski 151 Farmington Avenue, Mail Stop RW61 Hartford CT 06156	860-279-1282	860-952-2069	CiesielskiJW@Aetna.com

5. Requested Filing Mode	<input type="checkbox"/> Review & Approval	<input type="checkbox"/> File & Use	<input type="checkbox"/> Informational
	<input type="checkbox"/> Combination (please explain): _____		
	<input type="checkbox"/> Other (please explain): _____		

6. Company Tracking Number	HO AR0301501F01
-----------------------------------	-----------------

7.	<input type="checkbox"/> New Submission	<input type="checkbox"/> Resubmission	Previous file # _____
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8. Market	<input type="checkbox"/> Individual	<input type="checkbox"/> Franchise
	Group	<input type="checkbox"/> Small <input type="checkbox"/> Large <input checked="" type="checkbox"/> Small and Large <input checked="" type="checkbox"/> Employer <input type="checkbox"/> Association <input type="checkbox"/> Blanket <input type="checkbox"/> Discretionary <input type="checkbox"/> Trust <input type="checkbox"/> Other: _____

9. Type of Insurance	H04 Health - Blanket Accident/Sickness
-----------------------------	--

10. Product Coding Matrix Filing Code	H04.001 Student
--	-----------------

11. Submitted Documents	<input type="checkbox"/> FORMS <input type="checkbox"/> Policy <input type="checkbox"/> Outline of Coverage <input type="checkbox"/> Certificate <input type="checkbox"/> Application/Enrollment <input type="checkbox"/> Rider/Endorsement <input type="checkbox"/> Advertising <input type="checkbox"/> Schedule of Benefits <input type="checkbox"/> Other: _____
	<input type="checkbox"/> RATES <input type="checkbox"/> New Rate <input type="checkbox"/> Revised Rate
	<input type="checkbox"/> FILING OTHER THAN FORM OR RATE: Please explain: _____
	SUPPORTING DOCUMENTATION <input type="checkbox"/> Articles of Incorporation <input type="checkbox"/> Third Party Authorization <input type="checkbox"/> Association Bylaws <input type="checkbox"/> Trust Agreement <input type="checkbox"/> Statement of Variability <input type="checkbox"/> Certifications <input type="checkbox"/> Actuarial Memorandum <input type="checkbox"/> Other: _____

12.	Filing Submission Date	
13.	Filing Fee (If required)	Amount _____ Check Date _____ Retaliatory <input type="checkbox"/> Yes <input type="checkbox"/> No Check Number _____
14.	Date of Domiciliary Approval	
15.	Filing Description:	
	<p>The enclosed forms include updates to the Blanket Sports Accident Insurance policy GR-96449 1005 ED. 01-10, et al, originally filed with and approved by your Department on XXXXX.</p> <p>Included among the updates are the following:</p> <ul style="list-style-type: none"> - A revised definition of negotiated charge; - A revised definition of recognized charge; - Additional variability applied in "General Provisions" for the "Retroactive Adjustments" subsection. 	

16.	Certification (If required)	
<p>I HEREBY CERTIFY that I have reviewed the applicable filing requirements for this filing, and the filing complies with all applicable statutory and regulatory provisions for the state of <u>Arkansas</u>.</p>		
Print Name <u>John Ciesielski</u>		Product and Regulatory Approvals Title <u>Manager</u>
Signature <u>John W Ciesielski</u>		Date <u>March 30, 2010</u>

17.	Form Filing Attachment	
This filing transmittal is part of company tracking number		HO AR0301501F01
This filing corresponds to rate filing company tracking number		

	Document Name	Form Number		Replaced Form Number
	Description			Previous State Filing Number
01	Definitions - Letter "N"	GR-96449 1095 ED. 02-10	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
02	Definitions - Letter "R"	GR-96449 1115 ED. 02-10	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
03	Exclusions	GR-96449 1250 ED. 02-10	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
04	General Provisions	GR-96449 1270 ED. 02-10	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
05	Understanding Precertification	GR-96449 1245 ED. 02-10	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
06	General Provisions - Entire Contract Changes	GR-96449 1265 ED. 02-10	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
07	General Provisions - Records Maintained	GR-96449 1285 ED. 02-10	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
08	Subrogation and Right of Reimbursement	GR-96449 1295 ED. 02-10	<input checked="" type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
09			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
10			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	
11			<input type="checkbox"/> Initial <input type="checkbox"/> Revised <input type="checkbox"/> Other _____	

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 2 - DEFINITIONS]

[Negotiated Charge

As to health expense coverage, other than Prescription Drug Expense Coverage:

The **negotiated charge** is the maximum charge a **network provider** has agreed to make as to any service or supply for the purpose of the benefits under this plan.]

As to Prescription Drug Expense Coverage:

The **negotiated charge** is the amount **Aetna** has established for each **prescription drug** obtained from a **network pharmacy** under this plan. This **negotiated charge** may reflect amounts **Aetna** has agreed to pay directly to the **network pharmacy** or to a third party vendor for the **prescription drug**, [and may include an additional service or risk charge set by **Aetna**].

The **negotiated charge** does not include or reflect any amount **Aetna**, an affiliate, or a third party vendor, may receive under a rebate arrangement between **Aetna**, an affiliate or a third party vendor and a drug manufacturer for any **prescription drug**, including **prescription drugs** on the [formulary] [preferred drug guide].

[Based on its overall drug purchasing, **Aetna** may receive rebates from the manufacturers of **prescription drugs** and may receive or pay additional amounts from or to third parties under price guarantees. These amounts will not change the **negotiated charge** under this plan.]

Deleted: The maximum charge a network provider has agreed to make as to any service or supply for the purpose of the benefits under this plan. [The negotiated charge does not include or reflect any amount Aetna or an affiliate may receive under a rebate arrangement between Aetna or an affiliate and a drug manufacturer for any prescription drug, including prescription drugs on the [formulary].] ¶

[Network Provider

A health care provider[, a **pharmacy**] [or **dental provider**] who has contracted to furnish services or supplies for a **negotiated charge**; but only if the provider is, with **Aetna**'s consent, [included in the directory as] a **network provider** for:

- [The service or supply involved; and
- The class of covered persons to which **you** belong.]]

[Network Service(s) or Supply(ies)

Health care service or supply that is:

- Furnished by a **network provider**; or
- Furnished or arranged by **your PCP**.]

AETNA LIFE INSURANCE COMPANY
[[STUDENT] [SPORTS] ACCIDENT INSURANCE]
[SECTION 2 - DEFINITIONS]

[Recognized Charge]

The **covered expense** is only the part of a charge which is the **recognized charge**.

As to medical expenses, the **recognized charge** for each service or supply is the lesser of:

- What the provider bills or submits for that service or supply; and
- **1**[for professional services and other services or supplies not mentioned below:
 - [~~100~~% - 400% of the Medicare Allowable Rate;]
 - [~~100~~% - 400% of the Aetna Out-of-Network Rate (AONR);]
 - [the 50th-100th percentile of the Prevailing Charge Rate;]for the Geographic Area where the service is furnished.]

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- **2**[for inpatient charges of **hospitals** and other facilities:
 - [~~100~~% - 400% of the Medicare Allowable Rate;]
 - [~~100~~% - 400% of the Aetna Out-of-Network Rate (AONR);]
 - [~~100~~% - 400% of the Aetna Facility Fee Schedule;]for the Geographic Area where the service is furnished.]

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- **3**[for outpatient charges of **hospitals** and other facilities:
 - [~~100~~% - 400% of the Medicare Allowable Rate;]
 - [~~100~~% - 400% of the Aetna Out-of-Network Rate (AONR);]
 - [~~100~~% - 400% of the Aetna Facility Fee Schedule;]for the Geographic Area where the service is furnished.]

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4[As to prescription drug expenses, the **recognized charge** for each service or supply is the lesser of:

- What the provider bills or submits for that service or supply; and
- [50% - 200%] of the **Average Wholesale Price (AWP)** or other similar resource. **Average Wholesale Price (AWP)** is the current average wholesale price of a **prescription drug** listed in the [Facts and Comparisons] [Medi-Span] weekly price updates (or any other similar publication chosen by Aetna).]

5[If Aetna has an agreement with a provider (directly or through a third party) which sets the rate that Aetna will pay for a service or supply, then the **recognized charge** is the rate established in such agreement.]

Aetna may also reduce the **recognized charge** by applying Aetna Reimbursement Policies. Aetna Reimbursement Policies address the appropriate billing of services, taking into account factors that are relevant to the cost of the service such as:

- The duration and complexity of a service;
- Whether multiple procedures are billed at the same time, but no additional overhead is required;
- Whether an assistant surgeon is involved and necessary for the service;
- If follow up care is included;
- Whether there are any other characteristics that may modify or make a particular service unique; and
- When a charge includes more than one claim line, whether any services described by a claim line are part of or incidental to the primary service provided.

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Aetna Reimbursement Policies are based on Aetna's review of: the policies developed for Medicare; the generally accepted standards of medical and dental practice, which are based on credible scientific evidence published in peer-reviewed literature generally recognized by the relevant medical or dental community or which is otherwise consistent with physician or dental specialty society recommendations; and the views of physicians and dentists practicing in the relevant clinical areas. Aetna uses a commercial software package to administer some of these policies.

As used above, [Geographic Area, Medicare Allowable Rates, Aetna Out-of-Network Rates (AONR), Aetna Facility Fee Schedule, and Prevailing Charge Rates] are defined as follows:

6 [Geographic Area: This means an expense area grouping defined by the first three digits of the U.S. Postal Service zip codes. If the volume of charges in a single three digit zip code is sufficient to produce a statistically valid sample, an expense area is made up of a single three digit zip code. If the volume of charges is not sufficient to produce a statistically valid sample, two or more three digit zip codes are grouped to produce a statistically valid sample. When it is necessary to group three digit zip codes, the grouping never crosses state lines.]

[Aetna Out-of-Network Rates (AONR): Aetna's standard rates used to begin contract negotiations with providers who participate in our network. There are separate AONR standard rates for each Geographic Area. The **recognized charge** is based on the AONR standard rates for the Geographic Area in which **you** receive the service or supply. For Geographic Areas in which Aetna does not maintain these standard rates, AONR shall equal [100%-400%] of the Medicare Allowable Rates.]

[Medicare Allowable Rates: Except as specified below, these are the rates established and periodically updated by The Centers for Medicare and Medicaid Services (CMS) for payment for services and supplies provided to Medicare enrollees. Aetna updates its systems with these revised rates within [90-180 days] of receiving them from CMS. If Medicare does not have a rate for a particular service, the rate will be based on the same method that CMS uses to set Medicare rates.

[Exceptions:

1. For inpatient services, the Medicare Allowable Rate excludes amounts CMS allocates for Operating Indirect Medical Education (IME) and Direct Graduate Medical Education (DGME) or for other payments which CMS may make directly to hospitals.
2. For professional behavioral health services, the allowable rate will be a percentage of the otherwise applicable Medicare Allowable Rate for the following types of providers: physicians – 100%; clinical psychologists – 80%; social workers – 60%.]

[Prevailing Charge Rates: These are rates reported by [Ingenix, a United Health Group subsidiary, in the [Prevailing Health Care Charges System (PHCS) database] [Medical Data Research (MDR) database], which is compiled from information that Aetna and other insurers submit to Ingenix.] [FAIR Health, a nonprofit company, in their database.] [[Ingenix] [FAIR Health] reviews and, if necessary, changes these rates periodically. Aetna updates its systems with these changes within [90-180 days] after receiving them from [Ingenix] [FAIR Health].]

[Aetna Facility Fee Schedule: The schedule of rates developed by Aetna using Aetna data or experience for out-of-network facility services and supplies [provided in the geographic area in which **you** receive the service or supply.

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Aetna reviews and, if necessary, adjusts this schedule periodically. This schedule is the same for all facilities within the state. It is based on state-wide data reflecting payments made by Aetna. The schedule is adjusted from time to time in Aetna's discretion.]

Deleted: For purposes of this definition "geographic area" means an expense area grouping defined by the first three digits of the U.S. Postal Service zip codes. If the volume of charges in a single three digit zip code is sufficient to produce a statistically valid sample, an expense area is made up of a single three digit zip code. If the volume of charges is not sufficient to produce a statistically valid sample, two or more three digit zip codes are grouped to produce a statistically valid sample. When it is necessary to group three digit zip codes, the grouping never crosses state lines.

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7[IMPORTANT NOTE:

Aetna periodically updates its systems with changes made to the [Aetna Out-of-Network Rates (AONR)] [Medicare Allowable Rates] [Prevailing Charge Rates] [and] [Aetna Facility Fee Schedule].

What this means to you is that the **recognized charge** is based on the version of the [schedule rates or table] that is in use by Aetna on the date that the service or supply was provided.]

8[ADDITIONAL INFORMATION:

Aetna's website [www.aetna.com] may contain additional information which may help you determine the cost of a service or supply. Log on to Aetna Navigator to access the "Estimate the Cost of Care" feature. Within this feature, view our "Cost of Care" and "Member Payment Estimator" tools, or contact our Customer Service Department for assistance.]

[R.N.

A registered nurse.]

[Room and Board

Charges made by an institution for **room and board** and other **medically necessary** services and supplies. The charges must be regularly made at a daily or weekly rate.]

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**[UNDERSTANDING [PRECERTIFICATION]
Precertification or Precertified**

Certain services, such as [inpatient **stays**] require **precertification** by Aetna. **Precertification** is a process that helps **you** and **your physician** determine whether the services being recommended are **covered expenses** under the plan. It also allows Aetna to help **your** provider coordinate **your** transition from an inpatient setting to an outpatient setting (called discharge planning), and to register **you** for specialized programs or case management when appropriate.

[**You** do not need to **precertify** services provided by a **network provider**. **Network providers** will be responsible for obtaining necessary **precertification** for **you**. Since **precertification** is the provider's responsibility, there is no additional out-of-pocket cost to **you** as a result of a **network provider's** failure to **precertify** services.]

[[When **you** go to an **out-of-network provider**,] it is **your** responsibility to obtain **precertification** from Aetna for any services or supplies on the **precertification** list below. If **you** do not **precertify**, **your** benefits may be reduced, or the plan may not pay any benefits].

[As part of **precertification**, **you** may be required to get a second or third opinion through an independent medical exam. If the plan requires **you** to obtain a second or third opinion, the plan will fully cover the second or third opinion with no deductible.]

[IMPORTANT NOTE:

Please read the following sections in their entirety for important information on the **precertification** process, and any impact it may have on **your** coverage.]

The Precertification Process

Prior to being **hospitalized** or receiving certain other medical services or supplies there are certain **precertification** procedures that must be followed.

You are responsible for obtaining **precertification**. **You** or a member of **your** family, a **hospital** staff member, or the attending **physician**, must notify Aetna to **precertify** the admission or medical services and expenses prior to receiving any of the services or supplies that require **precertification** pursuant to this **Policy** in accordance with the following timelines:

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Precertification should be secured within the timeframes specified below. To obtain **precertification**, call Aetna at the telephone number listed on **your** ID card. This call must be made:

For non-emergency admissions:	It is your responsibility to call and request precertification [at least 14 days] before the date you are scheduled to be admitted.
For an emergency outpatient medical condition:	You or your physician should call prior to the outpatient care, treatment or procedure if possible; or as soon as reasonably possible.
For an emergency admission :	You, your physician or the facility must call within [24-96] hours or as soon as reasonably possible after you have been admitted.
For an urgent admission :	You, your physician or the facility will need to call before you are scheduled to be admitted. An urgent admission is a hospital admission by a physician due to the onset of or change in an illness ; the diagnosis of an illness ; or an injury .
For outpatient non-emergency medical services requiring [precertification],	You or your physician must call [at least 14 days] before the outpatient care is provided, or the treatment or procedure is scheduled.

Aetna will provide a written notification to **you** and **your physician** of the **precertification** decision. If **your precertified** expenses are approved the approval is good for [30-90] days as long as **you** remain enrolled in the plan.

When **you** have an inpatient admission to a facility, Aetna will notify **you, your physician** and the facility about **your precertified** length of **stay**. If **your physician** recommends that **your** stay be extended, additional days will need to be certified. **You, your physician**, or the facility will need to call Aetna at the number on **your** ID card as soon as reasonably possible, but no later than the final authorized day. Aetna will review and process the request for an extended **stay**. **You** and **your physician** will receive a notification of an approval or denial.

If **precertification** determines that the **stay** or services and supplies are not **covered expenses**, the notification will explain why and how Aetna's decision can be appealed.]

[Services and Supplies Which Require [Precertification]:

[Precertification] is required for the following types of medical expenses:

Inpatient and Outpatient Care

- **[Stays in a hospital**
- **Stays in a skilled nursing facility**
- **Stays in a hospice facility**
- **Outpatient hospice care**
- **Home health care**

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How Failure to Precertify Affects Your Benefits

A **precertification** penalty will be applied to the benefits paid if **you** fail to obtain a required **precertification** prior to incurring medical expenses. This means Aetna will reduce the amount paid towards **your** coverage, or **your** expenses may not be covered. **You** will be responsible for the unpaid balance of the bills.

You are responsible for obtaining the necessary **precertification** from Aetna prior to receiving services from an **out-of-network provider**. **Your** provider may **precertify your** treatment for **you**; however **you** should verify with Aetna, prior to the procedure, that the provider has obtained [**precertification**] from Aetna. If your treatment is not **precertified** by **you** or **your** provider, the benefit payable may be significantly reduced [, or **your** expenses may not be covered].

[How Your Hospital Inpatient Benefits Are Affected]

If your **stay** has not been recommended by your [**PCP** or another **network provider**][treating **physician**], your benefits may be reduced if the necessary **precertification** is not obtained, as illustrated in the chart below.

[If precertification is:	and Aetna determines that the stay , or any day of the stay is:	then room and board expenses are:	and all other inpatient facility expenses are:
requested and approved	approved,	covered;	covered.
requested and denied	denied	not covered; may be appealed	covered.
not requested	would have been approved if requested,	covered after a benefit reduction is applied*;	covered.
not requested	would have been denied if requested,	not covered; may be appealed	covered after a benefit reduction is applied*.]

[*Refer to the *Summary of Benefits* section for the amount of **precertification** benefit reduction that applies to your plan.]

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How Your Benefits for Inpatient and Outpatient Care are Affected

The chart below illustrates the effect on your benefits if necessary **precertification** for outpatient or inpatient services is not obtained.

If precertification is:	then the expenses are:
<ul style="list-style-type: none">• requested and approved by Aetna	<ul style="list-style-type: none">• covered.
<ul style="list-style-type: none">• requested and denied	<ul style="list-style-type: none">• not covered, may be appealed.
<ul style="list-style-type: none">• not requested, but would have been covered if requested	<ul style="list-style-type: none">• covered after a precertification benefit reduction is applied.*
<ul style="list-style-type: none">• not requested, would not have been covered if requested.	<ul style="list-style-type: none">• not covered, may be appealed.

*Refer to the *Summary of Benefits* section for the amount of **precertification** benefit reduction that applies to your plan.

It is important to remember that any additional out-of-pocket expenses incurred because your **precertification** requirement was not met will not count toward your **deductible** or **coinsurance** or **[coinsurance limit]**.

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Exclusions

Not every medical service or supply is covered by the plan, even if prescribed, recommended, or approved by your **physician** or **dentist**. The plan covers only those services and supplies that are **[medically necessary]** [and] included in the *What the Plan Covers* section. Charges made for the following are not covered except to the extent listed under the *What The Plan Covers* section or by amendment attached to this Policy.

IMPORTANT NOTE:

This coverage is only for losses caused by **accidents**. No benefits are payable for **[Sickness, disease or illness]** expenses.

[Acupuncture, acupressure and acupuncture therapy, except as a form of anesthesia in connection with covered **surgery**.]

[Any charges in excess of the benefit, dollar, day, visit or supply limits stated in this Policy.]

[Any non-emergency charges incurred outside of the United States if you traveled to such location to obtain medical services, **prescription drugs**, or supplies, even if otherwise covered in this Policy, or such drugs or supplies are unavailable or illegal in the United States, or the purchase of such **prescription drugs** or supplies outside the United States is considered illegal.]

[Artificial organs: Any device intended to perform the function of a body organ.]

[Behavioral Health Services:

- [Alcoholism or drug abuse Substance Abuse] rehabilitation treatment on an inpatient or outpatient basis].
- [Non-serious; Non biologically based and Serious; Biologically based Mental health services, inpatient and outpatient;]
- Treatment of a covered health care provider who specializes in the mental health care field and who receives treatment as a part of their training in that field.
- Treatment of impulse control disorders such as pathological gambling, kleptomania, pedophilia, caffeine or nicotine use.
- Treatment of antisocial personality disorder.
- [Treatment in wilderness programs or other similar programs.]

[Blood, blood plasma, synthetic blood, blood derivatives or substitutes, including but not limited to, the provision of blood, other than blood derived clotting factors. Any related services including processing, storage or replacement costs, and the services of blood donors, apheresis or plasmapheresis are not covered. For autologous blood donations, only administration and processing costs are covered.]

[Charges submitted for services that are not rendered, or rendered to a person not eligible for coverage under the plan.]

[Charges submitted for services by an unlicensed **hospital, physician** or other provider or not within the scope of the provider's license.]

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[Cosmetic services and plastic surgery: any treatment, surgery (cosmetic or plastic), service or supply to alter, improve or enhance the shape or appearance of the body whether or not for psychological or emotional reasons including:

- [Face lifts, body lifts, tummy tucks, liposuctions, removal of excess skin, removal or reduction of non-malignant moles, blemishes, varicose veins, cosmetic eyelid surgery and other surgical procedures;
- Procedures to remove healthy cartilage or bone from the nose (even if the surgery may enhance breathing) or other part of the body;
- Chemical peels, dermabrasion, laser or light treatments, bleaching, creams, ointments or other treatments or supplies to alter the appearance or texture of the skin; and
- Insertion or removal of any implant that alters the appearance of the body (such as breast or chin implants); except removal of an implant will be covered when **medically necessary**
- Removal of tattoos (except for tattoos applied to assist in covered medical treatments, such as markers for radiation therapy);
- Repair of piercings and other voluntary body modifications, including removal of injected or implanted substances or devices;
- Surgery to correct Gynecomastia;
- Breast augmentation;
- Otoplasty.]

1[**Covered expenses** for cheerleading activities which include but are not limited to: camps, clinics, national competitions, conference competitions, and any events not conducted by the member institution. This exclusion does not apply to:

- A **covered activity** that takes place at a team competition, scheduled by the member institution. This includes but is not limited to cheering at a football or basketball game.
- Practice sessions and pep rallies that are authorized, organized, and directly supervised by a safety-certified official coach or advisor of the member institution in preparation for a team competition. [The coach or advisor must have current safety certification by a nationally recognized formal credentialing program for safety certification. The coach or advisor cannot be a full-time undergraduate student, student-coach, or member of the squad.]

[Custodial care. **Custodial care** means services and supplies furnished to a person mainly to help him or her in the activities of daily life. This includes **room and board** and other institutional care. The person does not have to be disabled. Such services and supplies are custodial care without regard to:

- Who prescribed the **custodial care**; or
- Who recommended the **custodial care**; or
- Who performed the **custodial care**.]

[Dental Services: except as specifically described in the *What the Plan Covers* section any treatment, services or supplies related to the care, filling, removal or replacement of teeth and the treatment of **injuries** and diseases of the teeth, gums, and other structures supporting the teeth. This includes but is not limited to:

- Services of **dentists**, oral surgeons, dental hygienists, and orthodontists including apicoectomy (dental root resection), root canal treatment, [soft tissue impactions,] [removal of bony impacted teeth,] treatment of periodontal disease, alveolectomy, augmentation and vestibuloplasty and fluoride and other substances to protect, clean or alter the appearance of teeth;

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- Dental implants, false teeth, prosthetic restoration of dental implants, plates, dentures, braces, mouth guards, and other devices to protect, replace or reposition teeth;
- [Non-surgical and surgical] treatments to alter bite or the alignment or operation of the jaw, including temporomandibular joint disorder (TMJ) treatment, orthognathic surgery, and treatment of malocclusion or devices to alter bite or alignment;

This exclusion does not include removal of bony impacted teeth, bone fractures, removal of tumors and odontogenic cysts.]

[Disposable outpatient supplies: Any outpatient disposable supply or device, including sheaths, bags, elastic garments, support hose, bandages, bedpans, syringes, blood or urine testing supplies, and other home test kits; and splints, neck braces, compresses, and other devices not intended for reuse by another patient.]

[Drugs, medications and supplies:

- Over-the-counter drugs, biological or chemical preparations and supplies that may be obtained without a **prescription** including vitamins;
- Any services related to the dispensing, injection or application of a drug;
- Any **prescription drug** purchased illegally outside the United States, even if otherwise covered under this plan within the United States;
- Immunizations related to travel;
- [Needles, syringes and other injectable aids;]
- Drugs related to the treatment of non-covered expenses;
- Performance enhancing steroids;
- [Implantable drugs and associated devices;]
- [Injectable drugs if an alternative oral drug is available;]
- [Outpatient **prescription drugs**;]
- [Self- injectable **prescription drugs** and medications;]
- [Any **prescription drugs**, injectibles, or medications or supplies provided by the policyholder or through a third party vendor contract with the policyholder].
- [Any expenses for **prescription drugs**, and supplies covered under an Aetna Managed Prescription Plan will not be covered under this medical expense plan; **Prescription drug** exclusions that apply to the Aetna Managed Prescription Plan will apply to the medical expense coverage;]
- [Charges for any **prescription drug** for the treatment of erectile dysfunction, impotence, or sexual dysfunction or inadequacy.]

[**Durable medical and surgical equipment** including purchase, rental, replacement or repair, except as specifically provided in the *What the Plan Covers* section.]

[Educational services:

- Any services or supplies related to education, training or retraining services or testing, including: special education, remedial education, job training and job hardening programs;
- Evaluation or treatment of learning disabilities, minimal brain dysfunction, developmental, learning and communication disorders, behavioral disorders, (including pervasive developmental disorders) training or cognitive rehabilitation, regardless of the underlying cause; and
- Services, treatment, and educational testing and training related to behavioral (conduct) problems, learning disabilities and delays in developing skills.]

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[Examinations:

Any health examinations:

- Required by a third party;
- Required by any law of a government, securing insurance or school admissions, or professional or other licenses;
- Required to travel, attend a school, camp, or sporting event or participate in a sport or other recreational activity; and
- Any special medical reports not directly related to treatment except when provided as part of a covered service.
- Routine physical exams, routine eye exams, routine dental exams, routine hearing exams and other preventive services and supplies, except as specifically provided in the *What the Plan Covers* section.]

[Expenses incurred as a result of suicide; attempted suicide or intentionally self inflicted **injury** whether sane or not.]

[Expenses incurred for **injury** resulting from declared or undeclared war or any act thereof. Declared or undeclared war does not include acts of terrorism.]

[Expenses incurred as a result of **injury** due to participation in a riot. "Participation in a riot" means taking part in a riot in any way; including inciting the riot or conspiring to incite it. It does not include actions taken in self-defense; so long as they are not taken against persons who are trying to restore law and order.]

[Expenses incurred as a result of preventive medicines; serums; vaccines or oral contraceptive.]

[Expenses incurred beyond [104] weeks from the date of the **accident**.]

[Expenses for treatment of **injury** to the extent that payment is made; as a judgment or settlement; by any person deemed responsible for the **injury** (or their insurers).]

[Expenses incurred by a covered person who is not a United States citizen, for services performed within the covered person's home country; if the covered person's home country has a socialized medicine program.]

[Expenses incurred for the use of orthotics; unless used exclusively to promote healing.]

[Expenses for charges that are not **recognized charges**; as determined by Aetna; except that this will not apply if the charge for a service; or supply; does not exceed the **recognized charge** for that service or supply; by more than the amount or percentage; specified as the Allowable Variation.]

[Expenses incurred for which no member of **your** immediate family has any legal obligation for payment.]

[Expenses incurred as a result of an **injury** sustained while in the service of the Armed Forces of any country. When you enter the Armed Forces of any country; the unearned pro-rata premium will be refunded to the Policyholder.]

[Expenses incurred for treatment provided in a governmental **hospital** unless there is a legal obligation to pay such charges in the absence of insurance.]

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[Expenses incurred for **elective treatment** or elective **surgery**.]

[Expenses incurred for pregnancy, childbirth or miscarriage.]

[Experimental or investigational drugs, devices, treatments or procedures and expenses for; or in connection with; services or supplies that are; as determined by Aetna; to be experimental or investigational. A drug; a device; a procedure; or treatment; will be determined to be experimental or investigational if:

- There are insufficient outcomes data available from controlled clinical trials published in the peer reviewed literature to substantiate its safety and effectiveness for the **injury** involved; or
- If required by the FDA; approval has not been granted for marketing; or
- A recognized national medical or dental society or regulatory agency has determined; in writing; that it is experimental; investigational; or for research purposes; or
- The written protocol or protocols used by the treating facility or the protocol or protocols of any other facility studying substantially the same drug; device; procedure; or treatment; or the written informed consent used by the treating facility or by another facility studying the same drug; device; procedure; or treatment states that it is experimental; or for research purposes.]

[Facility charges for care, services or supplies provided in:

- [Rest homes;
- Assisted living facilities;
- Similar institutions serving as an individuals primary residence or providing primarily custodial or rest care;
- Health resorts;
- Spas, sanitariums; or
- Infirmaries at schools, colleges, or camps].

[Food and nutritional items: Any food item, nutritional supplements, vitamins, including prescription vitamins, medical foods and other nutritional items, even if it is the sole source of nutrition.]

[Foot care: Except as specifically covered for diabetics, any services, supplies, or devices to improve comfort or appearance of toes, feet or ankles, including:

- treatment of calluses, bunions, toenails, hammer-toes, subluxations, fallen arches, weak feet, chronic foot pain or conditions caused by routine activities such as walking, running, working or wearing shoes; and
- Shoes (including orthopedic shoes), orthotics, arch supports, shoe inserts, ankle braces, guards, protectors, creams, ointments and other equipment, devices and supplies, even if required following a covered treatment of an **illness** or **injury**.]

[Hearing:

- [Any hearing service or supply that does not meet professionally accepted standards;]
- Hearing exams given during a **stay** in a **hospital** or other facility;

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- [Any tests, appliances, and devices for the improvement of hearing, including aids, hearing aids and amplifiers, or to enhance other forms of communication to compensate for hearing loss or devices that simulate speech;]
- [Routine hearing exams].

[Home and mobility: Except as specifically provided in the *What the Plan Covers* section, any addition or alteration to a home, workplace or other environment, or vehicle and any related equipment or device, including:

- Bathroom equipment such as bathtub seats, benches, rails, and lifts;
- Purchase or rental of exercise equipment, air purifiers, central or unit air conditioners, water purifiers, waterbeds and swimming pools;
- Exercise and training devices, whirlpools, portable whirlpool pumps, sauna baths, massage devices or over-bed tables;
- Equipment or supplies to aid sleeping or sitting, including electric beds, water beds, air beds, pillows, sheets, blankets, warming or cooling devices, elevating chairs, bed tables and reclining chairs;
- Equipment installed in your home, workplace or other environment, including stair-glides, elevators, wheelchair ramps, or equipment to alter air quality, humidity or temperature;
- Other additions or alterations to your home, workplace or other environment, including room additions, changes in cabinets, countertops, doorways, lighting, wiring, furniture, communication aids, wireless alert systems, or home monitoring;
- Services and supplies furnished mainly to provide a surrounding free from exposure that can worsen your **injury**;
- Transportation devices, including stair-climbing wheelchairs, personal transporters, bicycles, automobiles, vans or trucks, or alterations to any vehicle or transportation device.]

[Maintenance care: This is care made up of services and supplies that:

- Are furnished mainly to maintain, rather than to improve, a level of physical, or mental function; and
- Provide a surrounding free from exposures that can worsen the person's physical or mental condition.]

[Medicare: Payment for that portion of the charge for which Medicare or another party is the primary payer.]

[Miscellaneous charges for services or supplies including:

- Annual or other charges to be in a **physician's** practice;
- Charges to have preferred access to a **physician's** services such as boutique or concierge **physician** practices;
- Cancelled or missed appointment charges or charges to complete claim forms;
- Charges the recipient has no legal obligation to pay; or the charges would not be made if the recipient did not have coverage (to the extent exclusion is permitted by law) including:
 - Care in charitable institutions;
 - Care for conditions related to current or previous military service;
 - Care while in the custody of a governmental authority;
 - Any care a public **hospital** or other facility is required to provide; or
 - Any care in a **hospital** or other facility owned or operated by any federal, state or other governmental entity, except to the extent coverage is required by applicable laws.]

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[Nursing and home health aide services provided outside of the home (such as in conjunction with school, vacation, work or recreational activities).]

[Non-**medically necessary**] services, including but not limited to, those treatments, services, **prescription drugs** and supplies which are not **medically necessary**, as determined by Aetna, for the diagnosis and treatment of **illness, injury**, restoration of physiological functions, or covered preventive services. This applies even if they are prescribed, recommended or approved by your **physician** or **dentist**.

[Personal comfort and convenience items: Any service or supply primarily for your convenience and personal comfort or that of a third party, including: Telephone, television, internet, barber or beauty service or other guest services; housekeeping, cooking, cleaning, shopping, monitoring, security or other home services; and travel, transportation, or living expenses, rest cures, recreational or diversional therapy. Also excluded are items; such as air conditioners; humidifiers; hot tubs; whirlpools; or physical exercise equipment; even if such items are prescribed by a **physician**]

[Private duty nursing during your **stay** in a **hospital**, and outpatient private duty nursing services. Skilled nursing care is covered as specifically described in the *What the Plan Covers* section in accordance with a home health treatment plan approved by Aetna.]

[Prosthetics or prosthetic devices unless specifically covered under *What the Plan Covers* section.]

[Repair or replacement of existing artificial limbs; prosthetic appliances, rental of existing **Durable Medical Surgical Equipment**, orthopedic braces; or orthotic devices, unless the purpose of modifying the item is due to **injury** while participating in a **covered activity** that has caused further impairment in the underlying bodily condition.]

[Routine physical exam expenses; including expenses in connection with well newborn care; routine vision exams; routine dental exams; routine hearing exams; immunizations; or other preventive services and supplies; except to the extent coverage of such exams; immunizations; services; or supplies is specifically provided in the Policy.]

[Services provided by a spouse, domestic partner, parent, child, step-child, brother, sister, in-law or any household member.]

[Services of a resident **physician** or intern rendered in that capacity.]

[Services provided where there is no evidence of pathology or dysfunction.]

[Sexual dysfunction/enhancement: Any treatment, drug, service or supply to treat sexual dysfunction, enhance sexual performance or increase sexual desire, including:

- Surgery, drugs, implants, devices or preparations to correct or enhance erectile function, enhance sensitivity, or alter the shape or appearance of a sex organ; and
- Sex therapy, sex counseling, marriage counseling or other counseling or advisory services.]

[Services rendered before the effective date or after the termination of coverage.]

[Services that are not covered under this Policy[, even when a prior referral has been issued by a **PCP**].

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[SECTION 5 – EXCLUSIONS AND LIMITATIONS]

[Services and supplies provided in connection with treatment or care that is not covered under the plan.]

[Spinal disorder, including care in connection with the detection and correction by manual or mechanical means of structural imbalance, distortion or dislocation in the human body or other physical treatment of any condition caused by or related to biomechanical or nerve conduction disorders of the spine including manipulation of the spine treatment, except as specifically provided in the *What the Plan Covers* section.]

[Strength and performance: Services, devices and supplies to enhance strength, physical condition, endurance or physical performance including:

- Exercise equipment, memberships in health or fitness clubs, training, advice, or coaching;
- Drugs or preparations to enhance strength, performance, or endurance; and
- Treatments, services and supplies to treat **injuries** or disabilities related to the use of performance-enhancing drugs or preparations.]

[Therapies and tests: Any of the following treatments or procedures:

- [Aromatherapy;
- Bio-feedback and bioenergetic therapy;
- Carbon dioxide therapy;
- Chelation therapy (except for heavy metal poisoning);
- Chiropractic Care.
- Computer-aided tomography (CAT) scanning of the entire body;
- Cost of supplies used in the performance of any occupational therapy.
- Educational therapy;
- Full body CT scans;
- Gastric irrigation;
- Hair analysis;
- Holistic medicine and/or therapy; including but not limited to yoga and hypnotherapy
- Hyperbaric therapy, except for the treatment of decompression or to promote healing of wounds;
- Hypnosis, and hypnotherapy, except when performed by a **physician** as a form of anesthesia in connection with covered surgery;
- Lovaas therapy;
- Massage therapy;
- Megavitamin therapy;
- Primal therapy;
- Psychodrama;
- Purging;
- Recreational therapy;
- Rolfing;
- Sensory or auditory integration therapy;
- Sleep therapy;
- Thermograms and thermography.]

Transportation costs, including **ambulance** services for routine transportation to receive outpatient or inpatient services except as described in the [*What the Plan Covers*] section.

[Treatment of conditions not related to an **accident**.]

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Treatment required for condition caused by repetitive motion **injuries** and not a result of a **covered activity** including, but not limited to: stress fracture, strain, shin splint, Osgood-Schlatter Disease, Chondromalacia, tendonitis, bursitis or heat stroke.]

[Treatment for **injury** to the extent benefits are payable under any state no-fault automobile coverage; first party medical benefits payable under any other mandatory No-fault law.]

[Unauthorized services, including any service obtained by or on behalf of you ~~without a **Referral** issued~~ by the **PCP** when required or **Precertification** by Aetna when required. This exclusion does not apply in a Medical Emergency or in an Urgent Care situation.]

Deleted: or your covered dependents

[Vision-related services and supplies. The plan does not cover:

- Anti-reflective coatings;
- Special supplies such as non-**prescription** sunglasses and subnormal vision aids;
- Vision services or supplies which do not meet professionally accepted standards;
- Tinting of eyeglass lenses;
- Special vision procedures, such as orthoptics, vision therapy or vision training;
- Eye exams during your **stay** in a **hospital** or other facility for health care;
- Eye exams to diagnose or treat an **illness** or **injury**;
- Eye exams for contact lenses or their fitting;
- Eyeglasses or duplicate or spare eyeglasses or lenses or frames;
- Replacement of lenses or frames that are lost or stolen or broken;
- Acuity tests;
- Eye surgery for the correction of vision, including radial keratotomy, LASIK and similar procedures;
- Services to treat errors of refraction.]

[Work related: Any **injury** related to employment or self-employment including any **injuries** that arise out of (or in the course of) any work for pay or profit unless no other source of coverage or reimbursement is available to you for the services or supplies. Sources of coverage or reimbursement may include your workers' compensation, or an occupational illness or similar program under local, state or federal law. A source of coverage or reimbursement will be considered available to you even if you waived your right to payment from that source. If you are also covered under a workers' compensation law or similar law, and submit proof that you are not covered for a particular **injury** under such law, that **injury** will be considered "non-occupational" regardless of cause.]

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[ENTIRE CONTRACT CHANGES]

Policy

The Entire Policy consists of:

- This Policy;
- The application, copy attached;
- The current rates on file with the Policyholder;
- Any riders, endorsements, inserts, attachments or amendments to this Policy.

Policy Changes

This policy shall be deemed to be automatically amended to conform with the provisions of applicable laws and regulations. This policy may also be amended by Aetna:

- Within [30] days written notice to the Policyholder; or
- By written agreement between Aetna and the Policyholder.

The consent of any other person is not needed. All agreements made by Aetna are signed by an authorized executive officer of Aetna. No one other than an authorized officer of Aetna may change or waive any of the policy terms or make any agreement binding Aetna.

The Policyholder will not have to give written agreement of a change in the policy if:

- The Policyholder has asked for the change and Aetna has agreed to it.
- The change is needed to correct an error in the Policy, including any ~~Policy~~ issued to anyone.
- The change is needed so that the Policy will conform to any law, regulation or ruling of a jurisdiction that affects a person covered under this Policy; or the federal government.
- The change has been initiated by Aetna and is not resulting in either: a reduction or elimination in benefits or coverage; or an increase in premium

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The Policyholder will have to give written agreement of a change in the Policy:

- That reduces or eliminates benefits or coverage; or
- That increases benefits or coverage with a concurrent increase in premium during the Policy term, except if the increased benefits or coverage is required by law.

[Payment of the applicable premium after notice of the proposed changes will be deemed to constitute the Policyholder's written agreement of those changes on behalf of all persons covered under this ~~Policy~~.]

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[Misstatements]

If any fact as to the Policyholder or **you** is found to have been misstated, a fair change in premiums may be made. If the misstatement affects the existence or amount of coverage, the true facts will be used in determining whether coverage is or remains in force and its amount.

All statements made by the Policyholder and **you** shall be deemed representations and not warranties. No written statement made by **you** shall be used by Aetna in a contest unless a copy of the statement is or has been furnished to **you** or **your** beneficiary, or the person making the claim.

Aetna's failure to implement or insist upon compliance with any provision of this Policy at any given time or times, shall not constitute a waiver of Aetna's right to implement or insist upon compliance with that provision at any other time or times. This includes, but is not limited to, the payment of premiums. This applies whether or not the circumstances are the same.]

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AETNA LIFE INSURANCE COMPANY
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Incontestability

Except as to a fraudulent misstatement, or issues concerning Premiums due:

- No statement made by the Policyholder or **you** shall be the basis for voiding coverage or denying coverage or be used in defense of a claim unless it is in writing.
- No statement made by **you** shall be used in defense of a claim for loss incurred or starting after coverage as to which claim is made has been in effect for 2 years.]

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PREMIUMS

Aetna sets the premiums that apply to the coverage provided under this Policy. Those premiums are shown in a notice given to the Policyholder with or prior to delivery of this Policy. Aetna has the right to adjust the premium rate on each anniversary date of this Policy; or when the terms of this Policy are changed. The Policyholder will be given notice of such premium adjustment at least 60 days before the date it is to take effect; unless the change in Policy terms is to take effect before the 60 days.]

[PREMIUMS DUE - EXPERIENCE RATING]

The Premium due under this policy on any Premium Due Date will be the sum of the premium charges for the coverages provided under this Policy. Who is insured as of each Premium Due Date will be determined by Aetna in accordance with our records. A check does not constitute payment until it is honored by a bank. Aetna may return a check issued against insufficient funds without making a second deposit attempt. Aetna may accept a partial payment of Premium without waiving our right to collect the entire amount due.

If premiums are payable monthly any insurance becoming effective will be charged for from the first day of the policy month on or right after the date the insurance takes effect. Premium charges for insurance which terminates will cease as of the first day of the policy month on or right after the date the insurance terminates. If premiums are payable less often than monthly, premium charges or credits for a fraction of a premium-paying period will be made on a pro rata basis for the number of policy months between the date premium charges start or cease and the end of the premium-paying period. If this policy is changed to provide more coverage to take effect on a date other than the first day of a premium-paying period, a pro rata premium for the coverage will be due and payable on that date. It will cover the period then starting and ending right before the start of the next premium-paying period.

Aetna may change premiums due to experience or a change in factors bearing on the risk assumed. Each change shall be made by written notice to the Policyholder by Aetna pursuant to *Changes in Premium* section.

Except as otherwise provided in the *Changes in Premium* provision, no experience reduction or increase in Premium Rates shall become effective less than 12 months after the effective date of this Policy.

At the end of a policy year, Aetna may declare an experience credit. The amount of each credit we declare will be returned to the Policyholder. Upon request by the Policyholder, part or all of it will be applied against payment of premiums or in any other manner as agreed to by the Policyholder and Aetna.

If the sum of contributions which have been made for **your** insurance plan exceeds the sum of premiums which have been paid for **your** insurance plan, (after giving effect to any experience credits), the excess will be applied by the Policyholder for the sole benefit of the insureds. Aetna will not have to see to the use of such excess.

Instead of figuring premiums as described above; premiums may be figured in any way approved by Aetna that comes up with about the same amount of premiums.

Aetna will not have to refund any premium for a period prior to:

- The first day of the Policy Year in which Aetna receives proof that the refund should be made; or
- The date 3 months before Aetna receives proof, if this produces a larger refund.

This applies even if the premium was paid in error.]

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Grace Period. The Grace Period is the [30] consecutive day period immediately following the Premium Due Date granted for the payment of Premium [and applicable fees], during which time the Policy will remain in force. If all Premiums [and fees] are not received before the end of the Grace Period, this Policy will be [automatically terminated on the date the Grace Period expires][terminated by Aetna pursuant to the section on *Termination*].

[We will mail a written notice to the Policyholder at least [10] days prior to the end of the grace period informing the Policyholder that the premium was not received and that the policy will be terminated [as of the premium due date] if the premium is not received by the end of the [30] day grace period.]

[PAYMENT OF PREMIUMS]

The Policyholder will pay premiums in advance. They may be paid at Aetna's Home Office, or to its authorized agent. The entire premium is due to be paid on the first day of the Policy month.

If the premiums and any fees are not paid by the Premium Due Date and before the end of the Grace Period, this policy [will automatically terminate when the Grace Period ends][may be terminated by Aetna in accordance with the *Termination* provision.] Aetna will require the Policyholder to pay interest on the total premium amount and any fees overdue after the Premium Due Date including the premiums due for the Grace Period. The interest rate will be [up to 1 1/2%] per month for each month; or partial month; the balance remains unpaid. Aetna may recover from the Policyholder: costs of collecting any unpaid premiums or fees, including reasonable attorney's fees; and costs of suit.]

Changes in Premium

Aetna may also change the Premium rates effective as of any Premium Due Date upon [30] days prior written notice to the Policyholder.

[Retroactive Adjustments]

Aetna may, at our discretion, make retroactive adjustments to the Policyholder's billings for the termination of insureds not posted to previous billings. However, the Policyholder may only receive a maximum of [1] month's credit for insureds terminations that occurred more than [30] days before the date the Policyholder notified Aetna of the termination. We may reduce any such credits by the amount of any payments Aetna may have made on behalf of such insured before Aetna was informed their coverage had been terminated. Retroactive additions will be made at Aetna's discretion based upon eligibility guidelines stated in the Policy, and are subject to the payment of all applicable premiums.]

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[SECTION 6 – GENERAL PROVISIONS]

[INDEPENDENT CONTRACTOR RELATIONSHIPS]; INDEMNIFICATION]

Relationship between Aetna and Network Providers

The relationship between Aetna and **Network Providers** is a contractual relationship among independent contractors. **Network Providers** are not agents or [employees] of Aetna nor is Aetna an agent or [employee] of any **Network Providers**.

Network Providers are solely responsible for any health services rendered to their patients. Aetna makes no express or implied warranties or representations concerning the qualifications, continued participation, or quality of services of any **Physician, Dentist, Hospital** or other **Network Providers**. Providers provide health care diagnosis, treatment and services to **you** while you are covered under this Policy. Aetna administers and determines plan benefits.

Relationship between the Parties

The relationship between the Parties is a contractual relationship between in[dependent] contractors. Neither Party is an agent or [employee] of the other in performing its obligations pursuant to this Policy.

[Indemnification

Aetna agrees to indemnify and hold the Policyholder harmless against that portion of its liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by Aetna's willful misconduct, criminal conduct or material breach of this Policy.

The Policyholder agrees to indemnify and hold Aetna harmless against that portion of our liability to third parties as determined by a court of final jurisdiction or by binding arbitration caused directly by the Policyholder's negligence, breach of this Policy, breach of applicable state and federal laws, willful misconduct, criminal conduct, fraud, or its breach of a fiduciary responsibility in the case of an action under ERISA, related to or arising out of this Policy or the Policyholder's role as Plan Sponsor, as defined by ERISA.

[The Policyholder agrees that Aetna is not responsible for patient care and related treatment decisions which are the sole responsibility of health care Providers, that health care Providers are not the agents of either, and that in no event shall the indemnity obligations described above apply to that portion of any liability, settlement and related expense caused by the acts or omissions of health care Providers with respect to the insureds covered under this Policy.]

The indemnification obligations described above shall terminate upon the termination of the Policy except as to any matter concerning a claim that has been made in writing before termination or within 365 days after termination.]

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RECORDS MAINTAINED

The Policyholder will furnish to Aetna, on a monthly basis (or as otherwise required), such information as Aetna may reasonably require to administer this Policy. This information may be on our form (or such other form as Aetna may reasonably approve) by facsimile (or such other means as Aetna may reasonably approve). This includes, but is not limited to, information needed to enroll **you**, process terminations, and effect changes in family status.

The Policyholder represents that all enrollment and eligibility information that has been or will be supplied to Aetna is accurate. The Policyholder acknowledges that Aetna can and will rely on such enrollment and eligibility information in determining whether a person is eligible for coverage under this Policy. To the extent such information is supplied to Aetna by the Policyholder (in electronic or hard copy format), the Policyholder agrees to:

- Maintain a reasonably complete record of such information (in electronic or hard copy format, including evidence of coverage elections, evidence of eligibility, changes to such elections and terminations) for at least 7 years or until the final rights and duties under this Policy have been resolved, and to make such information available to Aetna upon request.
- If applicable, obtain from **you** [a “Disclosure of Healthcare Information”] authorization in the form currently being used by Aetna in the enrollment process (or such other form as Aetna may reasonably approve).

The Policyholder must notify **you** of the termination of the Policy in compliance with all applicable laws. However, Aetna reserves the right to notify **you** of termination of the Policy for any reason, including non-payment of premium. The Policyholder shall provide written notice to **you** of **your** rights upon termination of coverage.

[EXAMINATION AND AUDIT

Aetna has the right to inspect all of the Policyholder’s records on this Policy at any reasonable time. This right will extend until the latest of:

- [2-5] years after the termination date of the Policy; or
- The date all claims under the Policy have been settled.
- The date the Policy is in the Policyholder’s possession and may be inspected by **you** at any time during normal business hours at the Policyholder’s office.]

Aetna will have the right and opportunity, at its own expense to have your financial records audited as often as Aetna may reasonably require at all reasonable times while a claim is pending or payable and for any ongoing recertification.]

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RESPONSIBILITIES OF THE POLICYHOLDER

Aetna will not be liable to **you** for the fulfillment of any obligation prior to information being received in a form satisfactory to Aetna. The Policyholder must notify Aetna of the date in which **your** eligibility ceases for the purpose of termination of coverage under this Policy. Subject to applicable law, unless otherwise provided in the Policy, Aetna will consider **your** eligibility to continue until stopped by the Policyholder.

Access

Make records directly related to **your** coverage under this Policy available to Aetna for inspection, at our expense, at the Policyholder's office, during regular business hours, upon reasonable advance request. This provision shall survive termination of this Policy.

Forms

Distribute materials to **you** regarding enrollment and coverage features. ▼

Deleted: This includes coverage as described in the *Booklet-Certificates* provision.

Policies and Procedures; Compliance Verification

Comply with all policies and procedures established by Aetna in administering and interpreting this Policy. The Policyholder shall, upon request, provide a certification of its compliance with Aetna's participation and contribution requirements. [The Policyholder shall, upon request, submit proof that it continues to meet the definition of an eligible group as provided under applicable law or regulation.]

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[SUBROGATION AND RIGHT OF REIMBURSEMENT]

As used herein, the term “**Third Party**”, means any party that is, or may be, or is claimed to be responsible for **injuries** to **you**. Such **injuries** are referred to as “**Third Party Injuries**”. “**Third Party**” includes any party responsible for payment of expenses associated with the care of treatment of **Third Party Injuries**.

If this plan pays benefits under this Policy to **you** for expenses incurred due to **Third Party Injuries**, then Aetna retains the right to repayment of the full cost of all benefits provided by this plan on your behalf that are associated with the **Third Party Injuries**. Aetna’s rights of recovery apply to any recoveries made by **you** or on **your** behalf from the following sources, including but not limited to:

- Payments made by a **Third Party** or any insurance company on behalf of the **Third Party**;
- Any payments or awards under an uninsured or underinsured motorist coverage policy;
- Any Workers’ Compensation or disability award or settlement;
- Medical payments coverage under any automobile policy, premises or homeowners’ medical payments coverage or premises or homeowners’ insurance coverage; and
- Any other payments from a source intended to compensate **you** for **injuries** resulting from an **accident** or alleged negligence.

By accepting benefits under this plan, **you** specifically acknowledge Aetna’s right of subrogation. When this plan pays health care benefits for expenses incurred due to **Third Party Injuries**, Aetna shall be subrogated to **your** right of recovery against any party to the extent of the full cost of all benefits provided by this plan. Aetna may proceed against any party with or without **your** consent.

By accepting benefits under this plan, you also specifically acknowledge Aetna’s right of reimbursement. This right of reimbursement attaches when this plan has paid health care benefits for expenses incurred due to **Third Party Injuries** and **you** or **your** representative has recovered any amounts from a **Third Party**. By providing any benefit under this ~~Policy~~, Aetna is granted an assignment of the proceeds of any settlement, judgment or other payment received by **you** to the extent of the full cost of all benefits provided by this plan. Aetna’s right of reimbursement is cumulative with and not exclusive of Aetna’s subrogation right and Aetna may choose to exercise either or both rights of recovery.

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By accepting benefits under this plan, **you** or **your** representatives further agree to:

- Notify Aetna promptly and in writing when notice is given to any party of the intention to investigate or pursue a claim to recover damages or obtain compensation due to **Third Party Injuries** sustained by **you**;
- Cooperate with Aetna and do whatever is necessary to secure Aetna’s rights of subrogation and reimbursement under this Policy;
- Give Aetna a first-priority lien on any recovery, settlement, or judgment or other source of compensation which may be had from any party to the extent of the full cost of all benefits associated with **Third Party Injuries** provided by this plan (regardless of whether specifically set forth in the recovery, settlement, judgment or compensation agreement);

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- Pay, as the first priority, from any recovery, settlement judgment, or other source of compensation, any and all amounts due Aetna as reimbursement for the full cost of all benefits associated with **Third Party Injuries** paid by this plan (regardless of whether specifically set forth in the recovery, settlement, judgment, or compensation agreement), unless otherwise agreed to by Aetna in writing; and
- Do nothing to prejudice Aetna's rights as set forth above. This includes, but is not limited to, refraining from making any settlement or recovery which specifically attempts to reduce or exclude the full cost of all benefits paid by this plan.
- Serve as a constructive trustee for the benefits of this plan over any settlement or recovery funds received as a result of **Third Party Injuries**.

| Aetna may recover full cost of all benefits paid by this plan under this **Policy** without regard to any claim of fault on **your** part, whether by comparative negligence or otherwise. No court costs or attorney fees may be deducted from Aetna's recovery, and Aetna is not required to pay or contribute to paying court costs or attorney's fees for the attorney hired by **you** to pursue **your** claim or lawsuit against any **Third Party** without the prior express written consent of Aetna. In the event **you** or **your** representative fail to cooperate with Aetna, **you** shall be responsible for all benefits paid by this plan in addition to costs and attorney's fees incurred by Aetna in obtaining repayment.]

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Sports Accident Insurance Policy
Explanation of Variability
GR-96449
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Section 2

Definitions(Letter "R")

Recognized Charge

General Comments

- This definition describes the methodology used to calculate the reimbursement levels for services, supplies and charges under a policyholder's plan of benefits.
- The definition will apply to network and non-network style plans. For network plans, it will apply to out-of-network coverage.
- The definition has been structured to allow policyholders to vary the methodologies in their plans based upon the types of coverage, services and charges.
- Any variable amounts will vary within the stated ranges.
- Any time periods expressed in "days" may be changed to the equivalent months.
- If all health expenses that are subject to the recognized charge under a policyholder's plan use the same methodology, then the lead-in wording may be changed to:
*"As to health expenses, the **recognized charge** for each service or supply is the lesser of: etc".*

The lead-in wording may also be changed so that each type of health coverage under a policyholder's plan are specifically listed. For example:

*"As to medical, prescription drug and dental expenses, the **recognized charge** for each service or supply is the lesser of: etc ".*

In either of these situations, only one of the reimbursement methodology options will print.

1. *Professional services and other services or supplies not mentioned below*-This paragraph may be included or combined with the other categories (*inpatient charges of hospitals, etc. and outpatient charges of hospitals, etc.*). Various plan design options are shown, but only one option will print for these types of charges.
2. *Inpatient charges of hospital and other facilities*-This paragraph may be included or combined with the other categories (*professional services, etc. and outpatient charges of hospitals, etc.*). Various plan design options are shown, but only one option will print for these types of charges.
3. *Outpatient charges of hospital and other facilities*-This paragraph may be included or combined with the other categories (*professional services, etc. and inpatient charges of hospitals, etc.*). Various plan design options are shown, but only one option will print for these types of charges.
4. *Prescription Drug Expenses*-This option will print if outpatient prescription drug coverage is included in the policyholder's plan of benefits and the methodology differs from that used for other types of health expenses covered under the policyholder's plan. Either the "Facts and Comparisons" or "Medi-Span" references will be included as the source for the Average Wholesale Price.

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5. This paragraph ~~is optional and, when used, would only apply to medical and dental expenses.~~ It addresses a contracted arrangement that may be established by agreement with a provider either directly with Aetna or indirectly with Aetna through a third party vendor. If a covered person is enrolled in:
- A non-network plan; or
 - A network plan and chooses to access an out-of-network provider; and
- the provider is subject to this type of contracted arrangement with Aetna, the covered person's benefit payment and reimbursement will be based on the contracted rate. In this situation, the covered person will *not* be balanced billed by the provider for any charges above the contracted rate.
6. *Definitions* – The definitions in this section will be included, as applicable, to describe the methodology(ies) used in a policyholder's plan of benefits.
- Medicare Allowable Rates – The listing of exceptions will appear only when applicable to the policyholder's plan of benefits. The examples provided may be modified to include additional examples of excepted expenses.
 - Prevailing Charge Rates – Either the reference to the "Prevailing HealthCare Charges System (PHCS)" or "Medical Data Research" database will print.
- PLEASE NOTE:** The references to "Ingenix" and "United Health Group", within the Prevailing Charge Rate definition, are the names of the company and parent company that currently manage the health care data in the Prevailing Health Care Charges System database and the Medical Data Research database. Earlier this year the New York Attorney General announced his intent to enter into an agreement with an academic institution to develop a new database, and very recently he announced the new company, (FAIR Health Inc.), and the members of the research network that will develop the new database. Aetna has agreed that it will use the new database, when it becomes available, for determining "prevailing charges". Aetna will update the Prevailing Charge Rates definition with this database and entity information once the new database is operational.
- Aetna Facility Fee Schedule - Either the text "provided in the ~~Geographic Area~~ in which you receive the service or supply ... if necessary, adjusts this schedule periodically" or the text "for the state of issuance of the Aetna Group Policy ... is adjusted from time to time in Aetna's discretion" will be included with the Aetna Facility Fee Schedule option.
7. *Important Note* – These reminders are provided to call out important information for you. They may be modified to add approved language from other areas of the certificate. They may be moved to different areas of the certificate or repeated. They may be omitted if determined not to be relevant to the plan purchased. The references to the methodologies, schedule, rates and table will print in accordance with the options included in a policyholder's plan.
8. *Additional Information* – When included, the name of the web site, tools within the web site and contact department may be changed.

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Section 2

Definitions(Letter “R”)

Recognized Charge

General Comments

- This definition describes the methodology used to calculate the reimbursement levels for services, supplies and charges under a policyholder's plan of benefits.
- The definition will apply to network and non-network style plans. For network plans, it will apply to out-of-network coverage.
- The definition has been structured to allow policyholders to vary the methodologies in their plans based upon the types of coverage, services and charges.
- Any variable amounts will vary within the stated ranges.
- Any time periods expressed in “days” may be changed to the equivalent months.
- If all health expenses that are subject to the recognized charge under a policyholder's plan use the same methodology, then the lead-in wording may be changed to:
*"As to health expenses, the **recognized charge** for each service or supply is the lesser of: etc".*

The lead-in wording may also be changed so that each type of health coverage under a policyholder's plan are specifically listed. For example:

*"As to medical, prescription drug and dental expenses, the **recognized charge** for each service or supply is the lesser of: etc ".*

In either of these situations, only one of the reimbursement methodology options will print.

1. *Professional services and other services or supplies not mentioned below*-This paragraph may be included or combined with the other categories (*inpatient charges of hospitals, etc. and outpatient charges of hospitals, etc.*). Various plan design options are shown, but only one option will print for these types of charges.
2. *Inpatient charges of hospital and other facilities*-This paragraph may be included or combined with the other categories (*professional services, etc. and outpatient charges of hospitals, etc.*). Various plan design options are shown, but only one option will print for these types of charges.
3. *Outpatient charges of hospital and other facilities*-This paragraph may be included or combined with the other categories (*professional services, etc. and inpatient charges of hospitals, etc.*). Various plan design options are shown, but only one option will print for these types of charges.
4. *Prescription Drug Expenses*-This option will print if outpatient prescription drug coverage is included in the policyholder's plan of benefits and the methodology differs from that used for other types of health expenses covered under the policyholder's plan. Either the "Facts and Comparisons" or "Medi-Span" references will be included as the source for the Average Wholesale Price.

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5. This paragraph is optional and, when used, would only apply to medical and dental expenses. It addresses a contracted arrangement that may be established by agreement with a provider either directly with Aetna or indirectly with Aetna through a third party vendor. If a covered person is enrolled in:
- A non-network plan; or
 - A network plan and chooses to access an out-of-network provider; and
- the provider is subject to this type of contracted arrangement with Aetna, the covered person's benefit payment and reimbursement will be based on the contracted rate. In this situation, the covered person will *not* be balanced billed by the provider for any charges above the contracted rate.
6. *Definitions* – The definitions in this section will be included, as applicable, to describe the methodology(ies) used in a policyholder's plan of benefits.
- Medicare Allowable Rates – The listing of exceptions will appear only when applicable to the policyholder's plan of benefits. The examples provided may be modified to include additional examples of excepted expenses.
 - Prevailing Charge Rates – Either the reference to the "Prevailing HealthCare Charges System (PHCS)" or "Medical Data Research" database will print.
- PLEASE NOTE:** The references to "Ingenix" and "United Health Group", within the Prevailing Charge Rate definition, are the names of the company and parent company that currently manage the health care data in the Prevailing Health Care Charges System database and the Medical Data Research database. Earlier this year the New York Attorney General announced his intent to enter into an agreement with an academic institution to develop a new database, and very recently he announced the new company, (FAIR Health Inc.), and the members of the research network that will develop the new database. Aetna has agreed that it will use the new database, when it becomes available, for determining "prevailing charges". Aetna will update the Prevailing Charge Rates definition with this database and entity information once the new database is operational.
- Aetna Facility Fee Schedule - Either the text "provided in the Geographic Area in which you receive the service or supply ... if necessary, adjusts this schedule periodically" or the text "for the state of issuance of the Aetna Group Policy ... is adjusted from time to time in Aetna's discretion" will be included with the Aetna Facility Fee Schedule option.
7. *Important Note* – These reminders are provided to call out important information for you. They may be modified to add approved language from other areas of the certificate. They may be moved to different areas of the certificate or repeated. They may be omitted if determined not to be relevant to the plan purchased. The references to the methodologies, schedule, rates and table will print in accordance with the options included in a policyholder's plan.
8. *Additional Information* – When included, the name of the web site, tools within the web site and contact department may be changed.